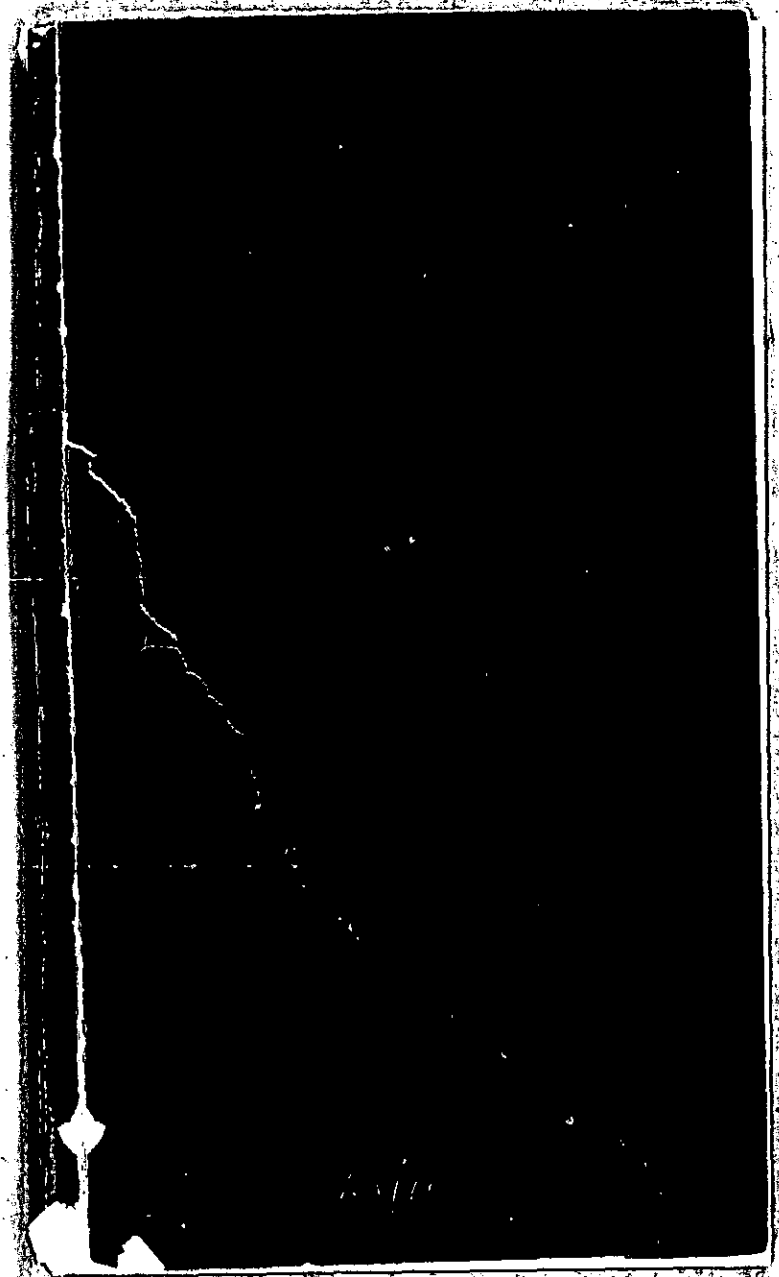


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## SUMMARY

1. This Agreement is made this 11th day of January, 2001, between Kaiser-Hill Company, a Limited Liability Company, and the United Steelworkers of America, Local 8031, hereinafter referred to as the "Company" and the "Union".

2. The purpose of this Agreement is to set forth the terms and conditions of employment for the employees of the Company who are members of the Union.

3. This Agreement shall be binding on the Company and the Union and their successors and assigns.

4. The Company and the Union agree that this Agreement is meant to be binding and applies to any successor contractor at this facility.

5. It is the purpose of these parties to set forth in this document a set of employment terms and conditions deemed most equitable in view of each of the various interests involved, namely: Government, Company, Union, Employee, and Public.

6. All programs (e.g. Safety, Employment Surveys, etc.) affecting hourly personnel will be discussed with the Union prior to implementation. Where the Company requests endorsement by the Union asking the Union and/or its members to cooperate in the program, such endorsement or direction shall emanate solely from the President or Vice President of Local #8031. No other Union member or Committeeperson shall have the authority to advise or imply Union endorsement or cooperation.

## PREAMBLE

1  
2  
3 This Agreement effective 11:30 p.m., January  
4 3, 2001 applies to Kaiser-Hill Company,  
5 L.L.C., its subcontractors, their subcontractors,  
6 its/their successors, assigns or any successful  
7 bidding operator, hereafter called the  
8 "Company" as operator of the DOE Rocky  
9 Flats Site, and the United Steelworkers of  
10 America, hereinafter referred to as the  
11 "Union", on behalf of Local 8031, and on  
12 behalf of those employees comprising the  
13 bargaining unit. The Company and the Union  
14 recognize and agree this Agreement is meant  
15 to be binding and applies to any successor  
16 contractor at this facility.  
17  
18 It is the purpose of these parties to set forth in  
19 this document a set of employment terms and  
20 conditions deemed most equitable in view of  
21 each of the various interests involved, namely:  
22 Government, Company, Union, Employee,  
23 and Public.  
24  
25 All programs (e.g. Safety, Employment  
26 Surveys, etc.) affecting hourly personnel will  
27 be discussed with the Union prior to  
28 implementation. Where the Company  
29 requests endorsement by the Union asking the  
30 Union and/or its members to cooperate in the  
31 program, such endorsement or direction shall  
32 emanate solely from the President or Vice  
33 President of Local #8031. No other Union  
34 member or Committeeperson shall have the  
35 authority to advise or imply Union  
36 endorsement or cooperation.

# ARTICLE 1-1 RECOGNITION

Kaiser-Hill's mission is to deliver value to its customers and owners through successful performance at Rocky Flats and other program management assignments. At Rocky Flats, all employees of Kaiser-Hill and its subcontractors will make the Site safe and clean it up. We will initiate the conversion of the Site for beneficial use in a manner that is environmentally and socially responsible, secure and cost effective. In so doing the parties agree that work will be performed in a manner that is safe, environmentally and socially responsible and secure.

ARTICLE 1-1 RECOGNITION

## RECOGNITION

### SECTION 1. Bargaining Unit

(A) The Company recognizes United Brotherhood of Carpenters and Joiners of America (UBA), AFL-CIO-CLC, as the sole collective bargaining agency with respect to wages, hours and other conditions of employment for all hourly paid employees listed in Exhibit A and which are hereafter established in the bargaining unit, including D&D employees and including crewleaders employed by Kaiser-Hill Company; L.L.C. at the Department of Energy (DOE) Rocky Flats Environmental Technology Site (RFETS), but excluding all salaried personnel, office clerical employees, guards, watchmen, professional personnel, and supervisors, as defined in the Act.

# ARTICLE 1-1 RECOGNITION

B. Whenever it is proposed that a job in the Bargaining Unit be changed to a salaried job, it shall be done by agreement of the Company and Union Committees. C. The Company agrees that the Union may conduct an orientation for new employees of up to one (1) hour in duration.

## SECTION 2. Site Management

A. The Company has all rights, functions and authorities for the management of the Site and the direction of the working force, except as those rights are abridged by the terms of this Agreement. B. The Company shall have the right to contract with outside independent contractors for maintenance, construction, and repair work when in the judgment of the Company such services are required. However, the Company will not contract routine maintenance work when sufficient qualified employees are on recall to do the work. In exercising its right to contract with outside firms for production and support work, it is the intent of the Company to make every reasonable effort to utilize the resources and capabilities of the Site. The parties will make every effort to discuss the job or project prior to the work being subcontracted.

On individual projects and at the request of the Union, the parties will meet to discuss work under the collective bargaining agreement to be subcontracted. The parties will discuss such information as: (a) description of work; (b) classifications involved; (c) approximate date work is needed, and (d) reasons for subcontracting.

The Company will provide the Union with an up-to-date list of subcontractors other than those determined to be Davis-Bacon covered within thirty (30) days of ratification of the collective bargaining agreement. Such lists will be updated quarterly to reflect changes.

#### C. Employment Stability

All provisions of this labor agreement will be interpreted and applied to permit maximum flexibility and utilization of the represented workforce. As work functions either diminish or are identified for outsourcing, the Company will discuss with Union leadership options for redeploying existing personnel. The intent would be that while some work scope may decline, the overall represented workforce would remain relatively stable.

D. The Union recognizes other rights and responsibilities belonging solely to the Company, prominent among which are, but not limited to, the right to determine

the nature and extent of the work and operations to be performed; the right to hire; promote; demote; determine rank; minimum qualifications; assign work; release employees for cause or for lack of work or for other legitimate reasons; decide the number and location of Site units; number, size, and makeup of Departments and Groups; the products to be manufactured; the schedules and rates of production; and the processes of manufacturing together with all designing, engineering, and control of raw materials.

#### SECTION 3. Union Security and Dues Check Off

18 An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.

26 An employee who is not a member of the Union at the time this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement, either:

A. Become a member of the Union and remain a member of the Union to the extent of tendering an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining

## ARTICLE I - RECOGNITION

membership in the Union, for the duration of this Agreement; or

B. Agree to tender to the Union an amount equivalent to an initiation fee and membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

All bargaining unit employees, including temporary employees who are hired, rehired, or reinstated after the time this Agreement becomes effective shall, within ten (10) days after the 30th day following the date of hire, rehire or reinstatement become a member of the Union to the extent of tendering an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, for the duration of this Agreement.

Anything herein to the contrary notwithstanding, an employee shall not be required to become or remain a member of the Union; or tender to the Union an amount equivalent to an initiation fee and membership dues, if the state prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.

The Union shall accept into membership each employee who now or in the future is covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or

## ARTICLE I - RECOGNITION

retaining membership in the Union;

Before any termination of employment pursuant to this Section becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within forty-eight (48) hours after the employee receives this notification from the Company, his/her dismissal hereunder shall not be required.

Notwithstanding any other provisions contained herein, if any employee who is a member of the Union shall be transferred out of the Bargaining Unit covered by this Agreement to a job outside such unit, the provisions of this Section shall become inoperative as to such employee.

Notwithstanding any other provision contained herein, an employee transferred into or returned to the Bargaining Unit, whether such transfer or return results from agreement of the parties or action of the National Labor Relations Board, or otherwise, shall become a member of the Union within ten (10) days after the 30th day following transfer or return, and shall remain a member of the Union, to the extent of tendering an initiation fee and the membership dues in the Union, whenever employed under and for the duration of the Agreement.

# ARTICLE I — RECOGNITION

If any dispute arises as to whether any employee has failed to tender the initiation fee or regular dues as provided for herein, the Union shall tender written notice of its position to the Company. The case shall then be reviewed by the Labor Relations Manager or his/her designated representative and the President of the Local Union or his/her designated representative; and if not resolved, shall be subject to arbitration.

The Company, upon proper authorization, agrees to deduct Union membership dues, initiation fees, and lawful assessments as designated by the Union, from the weekly paycheck of each employee who executes or has executed an authorization form provided by the Union, provided that sufficient earnings remain to cover such deduction after deductions for taxes, insurance premiums, and other deductions required by law or the Company have been made. In the event there are not sufficient earnings remaining, deductions shall be made from the employee's paycheck in the first pay period in which sufficient earnings remain. Such authorization may be revoked by the employee upon thirty (30) days written notice served upon the Company and the Union by registered mail, return receipt requested. It is understood that such deductions will be made only so long as the Company may legally do so.

The Company will remit all such deductions on a monthly basis to the International Treasurer of the United Steelworkers of America, AFL-

# ARTICLE I — RECOGNITION

1 CIO-CLC, File 1858, Post Office Box 98517, 11  
2 Chicago, Illinois, 60699. A checkoff list shall 12  
3 accompany the deductions, setting forth the 13  
4 name and amount of dues and initiation fees. 14  
5 A copy of said deduction list shall be 15  
6 forwarded to the Financial Secretary of Local 16  
7 Union No. 8031. 17  
8  
9 The Union agrees to save the Company 18  
10 harmless from any action or actions growing 19  
11 out of the provisions of this Section 20  
12 commenced by an employee against the 21  
13 Company, and assumes full responsibility for 22  
14 the disposition of the funds deducted once 23  
15 they are paid over to the Union. Errors made 24  
16 by the Companies in the deduction or 25  
17 remittance of monies shall not be considered 26  
18 by the Union as a violation of this provision, 27  
19 provided such errors, if correctable, are 28  
20 corrected when brought to the Company's 29  
21 attention. The Financial Secretary of the 30  
22 Union and a representative of the Company 31  
23 shall meet semiannually to audit and confirm 32  
24 that all eligible employees are on the checkoff. 33  
25  
26 SECTION 4. Union Committee 34  
27  
28 The Company agrees to recognize a Union 35  
29 Committee of seven employee members 36  
30 selected by the Union to represent them in 37  
31 Bargaining Unit employees for collective 38  
32 bargaining purposes and at meetings between 39  
33 the Company and the Union until June 1, 40  
34 2003. Effective June 1, 2003 the Company 41  
35 and Union agree to reduce the recognized and 42  
36 Company funded Union Committee to a 43

# ARTICLE I — RECOGNITION

maximum of four members selected by the Union to represent the Bargaining Unit employees for collective bargaining purposes and at meetings between the Company and the Union. However, the Union has the right to fund any additional committee members, which the Company will recognize.

The President and the Vice President and Grievance/Negotiating Committee of the Local Union will be designated as full-time Union Representatives, but not to exceed the maximum hours agreed on by the parties. The Union may also designate, in writing, one member of the Union Committee as a permanent alternate to serve in the absence of either the President or the Vice President, or both, whichever the case may be. The Union agrees to provide the Company with notice whenever the predesignated alternate will be required. Additionally, the Union will provide the Company with adequate notice whenever Union members will be needed for Union business or leave.

## SECTION 5: Steward System

A. The Company agrees to recognize a steward system for the duration of this Agreement. A steward shall be an employee of the Company, a member of the Union, selected by the Union, and shall be a member of the group he/she represents, except as provided in Paragraph B of this Section. The Union will have the right to designate a

# ARTICLE I — RECOGNITION

Committee person to act as a steward.

B. When an employee is in a location not having a steward, he/she may call in an available steward.

C. The Company and Union have agreed to the districting of the Site into groups for purposes of Union representation, giving due recognition to Site geography and shift. The number of authorized stewards will not exceed a ratio of 1 steward for every 24 permanent hourly employees (including stewards). For example, if there are 1000 permanent hourly employees at the Site, the number of stewards shall not exceed 42 (decimals will be rounded to the nearest whole number).

D. Except as provided below, a steward, during his/her term of office, may not be removed from the group he/she represents nor be displaced from his/her shift. If the steward volunteers to change his/her shift or group or if the Company eliminates the group or shift represented by the steward, he/she shall cease to be a steward and have no rights under this Section.

E. The Union agrees that stewards will work at their regular jobs at all times except when they are attending to proper Company/Union business.



F. Any employee, steward, or Union representative must obtain his/her supervisor's permission prior to leaving his/her work to handle Company/Union business. If he/she cannot be immediately spared from his/her work, his/her supervisor will make arrangements that will permit him/her to leave his/her work within a reasonable length of time, and if at all possible, during his/her own shift. If it is necessary for a steward or Union representative to handle such matters in another department, he/she will, upon receiving his/her supervisor's approval, report to the supervisor in charge of the department to be visited. The employee, steward, or representative, upon completion of the Company/Union business, shall return to his/her work promptly and report to his/her supervisor.

G. Only Union representatives and stewards conducting approved Company/Union business in accordance with this section or other applicable sections of this Labor Agreement will conduct Company/Union business for which the Company pays for time spent away from the employee's work assignment. The Union will provide the Company with an up-to-date list of all committee members and stewards. It is understood that the maximum Company paid off job time for employees, stewards, and the Union Committee, including the President and Vice President for Company/Union business will be limited to

a total of one thousand five hundred (1500) hours per month until June 1, 2003, excluding the Joint Company/Union Safety Committee. Effective June 1, 2003, Company paid off job time for Company/Union business will be limited to nine hundred (900) hours per month, excluding the Joint Company/Union Safety Committee. Such time will be accounted for and tracked monthly to include all time for Committee persons and all time for stewards, grievants, and witnesses involved in grievance processing meetings, negotiations, arbitrations etc. to reflect the true and accurate time and cost involved. The Union will reimburse the Company for all hours in excess of one thousand five hundred (1500) hours per month until June 1, 2003, at the then existing average base rate. Effective June 1, 2003, the Union will reimburse the Company for all hours in excess of nine hundred (900) hours per month at the then existing average base rate. A detailed record of Company paid time charged to Union business will be provided to the Local Union with a copy to the International Staff Representative.

#### SECTION 6. Supervisory Personnel:

Except as provided below, supervisory personnel shall not do routine production, maintenance, or service work assigned hourly workers in the Bargaining Unit. However, it is recognized that supervisory

# ARTICLE I — RECOGNITION

personnel must do manual work to	1	1
effectively perform their jobs, and	2	2
therefore, may perform the following items	3	3
of work:	4	4
	5	5
A. Perform necessary instruction and	6	6
training:	7	7
	8	8
B. Determine operating characteristics of	9	9
equipment or processes. The employee	10	10
normally assigned to the equipment or	11	11
process shall be present during such	12	12
determination.	13	13
	14	14
C. Any work necessary during an emergency	15	15
such as a fire, explosion, flood, storm, line	16	16
rupture, power failure, or any other	17	17
condition which endangers life or property.	18	18
	19	19
D. Work connected with accountability and	20	20
security regulations:	21	21
	22	22
E. For experimental purposes, an hourly	23	23
employee normally assigned to	24	24
existing/new equipment and/or processes	25	25
shall be present:	26	26
	27	27
SECTION 7. Salaried Technical Personnel	28	28
	29	29
If any questions arise regarding salaried	30	30
technical personnel the Company will agree to	31	31
meet with and discuss issues as requested by	32	32
the Union:	33	33
	34	34
	35	35
	36	36

# ARTICLE II — RESPONSIBILITIES

## ARTICLE II — RESPONSIBILITIES

### SECTION 1. Intent of Parties

A. The Union and the Company agree to	6	6
work sincerely and wholeheartedly to the	7	7
end that the provisions of the Agreement	8	8
will be applied and interpreted fairly:	9	9
conscientiously, and in the best interest of	10	10
efficient and safe operation. To promote	11	11
stability and to increase employment	12	12
opportunities, the parties agree that all	13	13
provisions of this Agreement will be	14	14
interpreted to optimize flexibility in the	15	15
assignment of work. The parties intend to	16	16
make every effort to assign tasks which	17	17
are contained in the scope of work for the	18	18
Kaiser-Hill Team and related to the closing	19	19
of the facility and reclaiming the Site,	20	20
operating, maintaining and servicing	21	21
permanent facilities to Site employees,	22	22
unless construction work, provisions of the	23	23
collective bargaining agreement apply or	24	24
the work is excluded by the	25	25
privatization/outourcing provisions.	26	26
	27	27
B. The Union and the Company agree that	28	28
they will use their best efforts to cause the	29	29
Bargaining Unit employees individually	30	30
and collectively to perform and render loyal	31	31
and efficient work and services on	32	32
behalf of the Company, and that their	33	33
representatives or members will not	34	34
intimidate, coerce, or discriminate against	35	35
any employee in any manner at any time.	36	36

C. Neither the Company nor the Union will discriminate in any manner against any person in the employ of the Company by reason of his/her membership and activity, or nonmembership or nonactivity in the Union. Further, neither the Company nor the Union will discriminate in any manner against any person in the employ of the Company by reason of race, color, religion, sex, age, or national origin.

The Company agrees to continue its policy of taking affirmative action in accordance with applicable law.

In addition, representatives of the Union or its Civil Rights Committee may confer directly with the Affirmative Action Staff or meet with the Company grievance committee and representatives of the Affirmative Action Staff at Miscellaneous Plant Problems meetings in accordance with Paragraph B of Article XII, Section 1.

## SECTION 2. Protective Security

The Union and Company agree that they will protect the security of classified information and will not reveal such information to any person not specifically designated. No person will be cleared for such information except when the information is necessary for performance of his/her work for the Company.

It is understood that in case of a layoff under Article IV, Section 11, Layoff Procedure,

1 unclassified employees shall be laid off first.  
2 unless the employee can be utilized in a  
3 productive capacity within his/her current  
4 classification or is able to bump into a position  
5 in which unclassified employees may be  
6 assigned. It is recognized that the Company  
7 has agreed not to employ any person  
8 designated by the Government whose  
9 employment is considered prejudicial to the  
10 Government. Accordingly, the Company may  
11 remove from the Company's payroll and  
12 exclude from the Rocky Flats Site area any  
13 person whose continued employment is  
14 deemed by the Government to be prejudicial  
15 to the best interest of the Government.

16 Furthermore, the Union, the Company, and all  
17 employees of the Company are required to  
18 comply with all protective security regulations  
19 now in effect or as may be promulgated at  
20 Rocky Flats Site, Colorado.

21  
22 It is further agreed that no provisions of this  
23 Agreement shall supersede security  
24 regulations or decisions.

25  
26 The termination or layoff of any employee in  
27 accordance with this Section shall be called to  
28 the attention of the Union in writing. If the  
29 Union or the employee so requests, a meeting  
30 will be held to discuss the action being taken.  
31 If an employee's clearance is suspended, the  
32 Company will notify the Union.  
33  
34 When it is necessary for a Union  
35 representative who is not an employee of the  
36 Company to enter a restricted area for the

purpose of making an examination of a physical facility in connection with a grievance or dispute, the Company will make a special request to the DOE for clearance for that occasion. All security regulations, as prescribed by the DOE, must be complied with.

### SECTION 3. Equal Employment Opportunity

The Company and the Union recognize that the objective of providing equal employment opportunities for all people is consistent with Company and Union philosophy, and the parties agree to work sincerely and wholeheartedly toward the accomplishment of this objective.

Toward this end, the appropriate Union committee may recommend employees for training to qualify them for work in selected classifications. The Company, depending on need, may select employees from this or other reference sources for the appropriate training. All training programs will be developed and administered by the Company.

Upon satisfactory completion of such training, the employee will meet minimum qualifications and may be placed in the classification in accordance with the provisions of Article IV, Section 4, Job Bidding Procedure. The time spent by the employee in the training program will be counted in accumulating Unit seniority.

1 This Section is not intended to diminish any  
2 indentured apprenticeship program.

### SECTION 4. Work Assignment — Jurisdiction

- 7 A. The parties recognize that work assignments must be applied with common sense and flexibility in order to accomplish the new mission of the Site. The parties agree that to promote stability and to increase employment opportunities the provisions of this Agreement will be interpreted to optimize that flexibility.
- 16 B. The Company has the right to assign work, and will give careful consideration to the assignment of work to the appropriate classification. Employees in the D&D Classifications will be assigned any work required in accordance with Article XIX of the CBA. Employees in the other classifications will generally be assigned work within their respective classifications. However, if management determines that it is necessary, employees in other classifications may be assigned work normally performed by the D&D workers provided they are trained and qualified to safely perform the work. D&D workers will not be assigned to perform work within the jurisdiction of the Electrician or RCT Classifications. They will be allowed to perform SOE work only if current SOEs are not reasonably available to perform the work on straight time and overtime.

## ARTICLE II — RESPONSIBILITIES

- C. When Non-D&D Workers are assigned to perform D&D work, they will receive \$1.00 per hour above their regular straight time rate of pay.
- D. Any work assigned under these guidelines will not be considered a violation of the collective bargaining agreement as long as employees are qualified to safely perform the work. It is understood that there shall be no economic settlements for jurisdictional disputes. In no instance will employees be paid for time not worked nor will the employer be required to pay twice for work performed for the purposes of this article.
- E. When a question arises concerning any work assignment, an employee may protest the assignment through the Grievance and Arbitration Procedures, but shall not refuse to do the work pending final settlement of the dispute.
- F. Jurisdictional disputes between hourly classifications will be processed in the following manner:
1. When a jurisdictional dispute arises it shall be referred to one designated representative from both the Company and the Union Committee.
  2. The representatives will conduct a joint investigation of the dispute and

## ARTICLE III — SENIORITY

- issue a written opinion as to the proper assignment of work.
3. If the representatives reach agreement, they shall submit their determination to the Manager of Labor Relations, and to the President of Local 8031 for approval. If approved, the determination will be included in the Jurisdictional Manual.

## ARTICLE III SENIORITY

### SECTION 1. Purpose and Use of Seniority

- The purpose of seniority is to establish certain employee rights and privileges based on length of service in the Bargaining Unit. The mandatory use of seniority shall be governed by the provisions set forth in the Agreement.

### SECTION 2. Unit Seniority

- A. Bargaining Unit seniority, hereinafter referred to as "Unit seniority," shall be the length of the employee's continuous service in the Bargaining Unit measured in years, months, and days, based on the employee's last date of entry into the Bargaining Unit, but subject to the completion of the probationary period as specified in Section 4 of this Article and subject to loss of seniority as specified in Section 5 of this Article.

B. Ties in Unit seniority shall be broken in order of employee number.

### SECTION 3. Seniority Lists

The Company will provide the Union with five (5) up-to-date seniority lists on a monthly basis.

### SECTION 4. Probationary Employees

- A. An employee shall be known as a probationary employee until he/she has been employed thirteen (13) weeks in the Bargaining Unit. A probationary employee does not have seniority until the completion of the probationary period, at which time seniority dates back to his/her date of hire. An employee who has lost seniority as set forth in Section 5 of this Article, or has terminated for any reason prior to the completion of his/her probationary period, upon rehire shall again serve the thirteen (13) week probationary period.
- B. Probationary employees shall be represented in matters concerning wages, hours, and working conditions; but the Company reserves the right to decide questions relating to promotions, transfer, layoffs, or discharge of probationary employees.

### SECTION 5. Loss of Seniority

- An employee shall lose his/her Unit seniority and cease to be an employee if he/she:
- A. Voluntarily quits or is discharged for cause.
  - B. Is laid off from the Bargaining Unit for more than thirty-six (36) consecutive months.
  - C. Is laid off from the Bargaining Unit and fails to:
    1. Accept recall to the classification from which he/she was initially laid off.
    2. Reply to the Employment Department accepting recall to the classification from which he/she was initially laid off within seven (7) calendar days after receipt of a registered letter or telegram, return receipt requested, sent to his/her last known address on file in the Employment Department. Notification by telephone may be substituted for registered letter if confirmed by collect telegram sent to the Human Resources Department by the employee.
    3. Report to the job within ten (10) working days after the date of acceptance of recall. Failure to accept recall to temporary job

openings shall not be cause for loss of seniority.

### SECTION 6. Qualifying Employees

A. If, as a result of the job bidding procedure, an employee is transferred to a new classification; he/she shall be considered a qualifying employee up to the first ten (10) weeks on the new job. This qualifying period will commence at such time that the employee physically reports to his/her permanent work area or four weeks after his/her transfer date; whichever is earlier. When accumulated time spent on vacation, Leave of Absence, excused or any other absence from work during the qualifying period equals or exceeds five (5) working days, such time may be added to the qualifying period.

B. If, at any time after the first two (2) weeks of the qualifying period, supervision has determined that the transferred employee is unable to satisfactorily perform the work required, supervision shall, after notifying the steward, return the employee to the Employment Department for further consideration for job vacancies. If the employee's former job is at that time still open, he/she will be returned to his/her former job. If the employee's former job is at that time not open, he/she will be considered a laid off employee from his/her former classification only for recall rights to that classification. If the

employee refuses an open job, he/she will be laid off from the Site without layoff pay and without suffering loss of seniority, except as provided in Section 5 of this Article. If there are no open jobs available for which he/she qualifies, the employee will be laid off from the Site with the option of (1) accepting layoff pay with loss of seniority and recall rights or (2) refusing layoff pay with retention of seniority and recall rights to any job per Article IV, Section 13 (Recall Procedure).

C. If, at any time during the initial qualifying period, supervision has determined that additional time is necessary to objectively evaluate the employee's performance of the work required, supervision will outline the employee's area of deficiency to the employee and the steward. Supervision and a grievance committeeman may by mutual agreement, extend the qualifying period for up to an additional ten (10) weeks. When an extension is agreed to, the extension and the area of deficiency will be communicated to the Labor Relations Department and the Union in writing.

### SECTION 7. Transfers Out of Unit

A. An employee who is transferred from the Bargaining Unit for a period of thirteen (13) weeks or less shall continue to accumulate seniority during this period. An employee who returns to the

Bargaining Unit within this thirteen (13) week period will be returned to his/her former job if it is still open. If his/her former job is not open, he/she may be placed on any open job for which he/she meets the minimum qualifications; or he/she may displace the least senior employee in the Bargaining Unit for whose job he/she meets the minimum qualifications.

B. An employee who is or has been transferred from the Bargaining Unit for a period in excess of thirteen (13) weeks shall cease to accumulate seniority and shall forfeit previously accumulated seniority.

C. When accumulated time spent on vacation, Leave of Absence, excused absence or any other absence from work during the thirteen (13) week transfer period equals or exceeds five (5) working days, such time will be added to the transfer period of thirteen (13) weeks.

#### SECTION 8. Union Officers' and Stewards' Seniority

A. For the purpose of layoff only, the President, Vice-President, Recording Secretary, Financial Secretary, and Treasurer of the Union, stewards, and members of the Union Committee will have top Unit seniority during their tenure of office.

1 B. All officers and committeemen of the  
2 Union shall have day-shift preference  
3 during their terms of office.

#### 5 SECTION 9. Apprentice Seniority

7 A. Any employee who is in or who enters a  
8 skilled craft indentured apprenticeship  
9 program shall accumulate and retain Unit  
10 seniority accrued in the Bargaining Unit.

12 B. After an apprentice successfully completes  
13 his/her apprenticeship program, he/she  
14 will be certified as a Journeyman and may  
15 be placed on an open job in his/her  
16 Journeyman classification in accordance  
17 with his/her Unit seniority and without  
18 following the provisions of Article IV,  
19 Section 4, Job Bidding Procedure, as long  
20 as there are no employees in that  
21 classification on recall or other more  
22 senior qualified applicants.

24 C. If the Journeyman is unable to be placed  
25 on a job in his/her classification, he/she  
26 will be laid off in accordance with the  
27 provisions of Article IV, Section 11, Layoff  
28 Procedure.

#### 30 SECTION 10. Shift Preference

32 A. Both parties recognize that shifts must be  
33 covered at all times to provide for  
34 continued safe and efficient operation.  
35 Placement of an employee under this  
36 Section is subject to the approval and



concurrency of Security, Medical, Health  
Physics, and Safety.

B. Shift schedules shall extend a minimum of  
one (1) week. When assigning employees  
to work on existing or new shifts, the  
Company agrees to give the qualified  
employees of a given classification within  
their department, as listed in Appendix A,  
their choice of the shift on which they  
desire to work on the basis of Unit  
seniority. When employees bump into a  
classification as a result of a layoff, they  
will be allowed to move to any shift they  
can hold within the department on the  
basis of unit seniority without utilizing one  
of their shift bumps. When a shift opening  
occurs in a department through the advent  
of a new job or by adding to or reducing  
existing shifts or when starting a new shift,  
a posting showing the shift changes shall  
be posted for forty-eight (48) hours. Any  
employee desiring to change his/her order  
of shift preference shall so signify on the  
posting. An alternate method of polling  
each individual can be substituted when  
time does not permit a posting or  
conditions do not warrant posting. This  
provision may be qualified by Paragraphs  
C and D below. The Company will  
consider on a case-by-case basis,  
changing employee's assignment between  
companies to accommodate shift  
preference upon written request of the  
employee.

C. The Company may assign an experienced  
employee to any one shift, not to exceed  
eight (8) weeks, for his/her own training or  
to permit the training of an inexperienced  
worker, after which the experienced  
employee will be assigned back to his/her  
original shift.

D. A new employee in a classification or  
department may be assigned to any shift  
during his/her first ten (10) weeks of  
employment in the classification or  
department, after which he/she shall be  
regularly assigned by supervision  
according to Paragraph B above.

E. A senior employee may exercise his/her  
Unit seniority and change shifts by means  
of a written request, provided one (1) year  
has elapsed since his/her last effective  
request for shift change, and further, it  
provided that the request has been  
effective for one full year. If during that  
one year period of time, the employee is  
displaced from his/her shift, the  
employee's bumping rights will be  
reinstated. These shift changes will be  
honored by the first Monday after thirteen  
(13) calendar days unless such change  
will cause displaced employee to work in  
excess of seven (7) consecutive days.  
Failure to comply with this provision will  
result in premium payment of one and

one-half times the sum of his/her regular rate plus any applicable shift premiums for each day beyond the first Monday after the 13th calendar day.

- F. After an employee exercises his/her shift preference (bumps), the resultant opening shall be posted or polled as specified in Paragraph B of this section. If no one accepts the position the employee displaced by the bump shall be placed in the resultant opening. If an employee accepts the poll for shift, the resultant opening will be filled by the displaced employee.
- G. An uncleared employee who is reassigned to another classification as a result of becoming uncleared cannot exercise shift preference in that classification. An uncleared employee not reassigned may only bump into areas in which uncleared employees may work.

## ARTICLE IV

## JOB PLACEMENT, LEAVES, AND LAYOFF

## SECTION 1. General

The transfer or placement, of any employee under any provision of this Article is subject to the concurrence of Security, Medical, Health Physics, and Safety.

## SECTION 2. Personnel Assignment

## A. Permanent Assignment

Movement of an employee on a like shift to like shift basis will be made by the Company on the basis of need, except that if shift changes are necessary, they will be in accordance with Article III, Section 10.

## B. Temporary Assignment

This movement will be made from like shift to like shift. Where it is necessary to make a temporary assignment between shifts, the Company will poll the classifications within the affected department. If the need is immediate, the Company may assign people and then conduct the necessary polling, core training and building indoctrination; before assigning the appropriate people.

## SECTION 3. Qualifying Examinations and Records

- A. The Company will administer all entrance examinations required by the minimum qualifications for Bargaining Unit job classifications. The Company will determine the examination content and schedule. An employee entering a classification must meet the current minimum qualifications of that classification. Educational requirements in the minimum qualifications that have been changed since the employee previously held

- the classification, will be waived for that employee's re-entry into the classification.
- B. The Company will have available a series of typical examination questions on the various subjects which may be reviewed by the employee prior to taking an examination. Upon request, the Company will confer with the employee on text books and programs which will assist him/her in preparing for the examination.
- C. An employee who fails to successfully complete a qualifying or requalifying examination cannot be selected for the job classification and shall be required to wait thirteen (13) weeks before he/she will be eligible again for that particular examination.
- D. The Company shall maintain a record of all examination grades, which shall be available only to supervision, qualified Union representatives, and to the individual employee.
- E. Apprenticeship program examinations required to be taken by employees after entering a program shall be administered in accordance with the provisions of the particular program.
- F. Employees who fail to successfully certify or recertify according to the provisions of the particular program shall be laid off in accordance with Article IV, Section 11.
- G. If an employee who bumps or bids into a job has held an appropriate security clearance within the previous five (5) years (as of the signing date) and meets all other applicable criteria for the job, the employee will be awarded the position. The Company will then expedite the clearance process to reinstate the employee's security clearance. During this time, the employee will be utilized in an uncleared capacity in the new classification, or the position will be held open, and the employee will continue to be utilized in their old classification but will receive the new rate of pay. This procedure will not be made available to employees who have had their clearance revoked for cause. If the employee who is awarded the position is unable to obtain an appropriate security clearance, he/she will be laid off in accordance with Article IV, Section 11.
- SECTION 4. Job Bidding Procedure:**
- A. All jobs shall be filled in accordance with this job bidding procedure, unless otherwise provided by this agreement.
- B. All job postings will be prepared in the Employment Department and shall show the number of jobs open, the classification and rate, the department, and the minimum qualifications necessary for the job.

C. An employee who meets the current minimum qualifications for a classification, except testing requirements, may request the Employment Department to schedule a test date. Upon satisfactory completion of the testing requirements, the employee will be included in the listing of qualified employees for the classification. A qualification examination will only be valid for a two (2) year period or until such time as the minimum qualifications are changed.

D. In filling permanent open jobs, the Company will first seek senior volunteers for reassignment from within the classification and department from other shifts. The resulting opening or vacancy will be posted sitewide for a period of seventy-two (72) hours, excluding Saturdays, Sundays, and holidays. Jobs not filled within four (4) months after the posting will be reposted.

E. An employee from within the classification but from a department (as specified in Appendix A) other than where the opening is, may sign the posting, as well as those employees from outside the classification. The most senior qualified bidder will be offered the opening.

If the successful bidder is from within the classification, the employee will only be allowed one move between departments

(as defined in Appendix A) within a one (1) year period.

F. Employees who are interested in the job will notify the Employment Department by telephone of their interest. All telephone bids will be electronically recorded. Employees absent from the Site, such as on vacation or sick leave, will be included on the posting, providing such employees notify the Employment Department prior to the start of their absence, and further provide their written intent of acceptance if selected during their absence. Employees laid off from the Site will be included on the posting for consideration in accordance with their Unit seniority. Employment will retain the recording of telephone bids for a period of seven (7) days after announcement of the successful bidder has been posted. In addition, if the employee wants a receipt of his/her bid he/she shall file a form with his/her supervisor immediately after telephoning his/her bid indicating the job he/she bid on, the posting number, and the date and time of his/her call to Employment. The supervisor will receipt the form, retain copy and provide the employee with a copy. Any allegations of rights denied under this paragraph must be brought to the Company's attention within forty-eight (48) hours, excluding Saturdays, Sundays, and holidays, after the list of successful bidders has been posted.

- G. The Company shall select the employee, or employees with the most Unit seniority who bid for the job and who, according to Company records, meet the minimum qualifications for the job. Once an employee is notified that he/she is the successful bidder, he/she shall notify Employment of his/her acceptance or rejection of the job within forty-eight (48) hours excluding Saturdays, Sundays, and holidays. Failure to do so will presume rejection. It is the responsibility of all employees to notify the Company of changes in their qualifications. Any experience gained at Rocky Flats shall be considered for meeting minimum qualifications on the same basis as experience gained elsewhere.
- H. The employee selected shall be shown the nature and location of the job jointly by the supervisor and the steward of the area within twenty-four (24) hours of his/her selection. If still interested, the employee will be transferred to the vacant job not later than the second Monday following the acceptance date and shall be given the applicable rate of pay in accordance with Article VIII, Section 3, Promotion and Transfer, effective the date of transfer.
- I. An employee transferred to a new classification as a result of the Job Bidding Procedure will not be eligible to bid on another job posting, in the same or a lower labor grade, until he/she has been

- employed in his/her new classification for a period of one year. However, at any time during his/her first thirty (30) days in the new classification, the employee may elect to return to his/her former classification. If within thirty (30) days, the first senior bidder returns to his/her original classification, the Company will go back and attempt to refill the opening from the original posting with the next senior bidder.
- J. Vacant jobs in apprenticeship programs shall be filled in accordance with the provisions of the particular program.
- K. If the Company is unable to fill a job opening by the procedures of this Section, the Company may proceed to fill the job with a new hire.
- L. Job bidding results will be posted on job posting boards weekly, showing requisition number, classification, date of posting, and successful bidder(s). Such postings shall show the results of all postings filled the previous week.
- SECTION 5. Temporary Employees**
- Temporary employees will be hired and subsequently paid at \$3.00 less than the rate of the job assigned. Prior to the hiring of temporary employees into a specific classification, all represented full-time bargaining unit employees within the affected

classification will be offered recall into the classification into which temporary employees are going to be hired. Temporary employees may be hired for periods not to exceed one hundred eighty (180) working days per person per year. If the temporary employee remains on the payroll beyond one hundred eighty (180) working days, such employee will become a full-time employee. The Company agrees that at the end of the one hundred eighty (180) day period the Company will post the job before the employee becomes permanent on the job. When the employee becomes a full-time employee, such employee's seniority date will be based on the original date of hire and will be paid the appropriate job rate. Holiday provisions will apply as outlined in Article X. Other than holidays, temporary employees are not eligible to participate in employee benefit plans except as provided by law. Temporary employees will have a thirteen (13) week probationary period exclusive of the time they may be off the active payroll. During employee's probationary period, he/she may be terminated for any reason without recourse to the grievance procedure. If temporary employee is converted to full-time, such employee will not be required to serve an additional thirteen (13) week probation period. Temporary employees will be laid off from their classification prior to the layoff of full-time employees from the same classification and department. If temporary employees are employed in a classification in another department, full-time employees of the

1 classification will not be displaced or laid off  
 2 from the classification.  
 3  
 4 Every reasonable effort will be made to  
 5 accurately forecast requirements for  
 6 temporary employees. In addition, the  
 7 Company will advise the Union prior to the  
 8 issuance of requisitions for temporary  
 9 employees. The Company will supply the  
 10 Union on a monthly basis with the names of  
 11 temporary employees who are hired by  
 12 classification or who are released from  
 13 employment. Temporary employees will not  
 14 be asked to work overtime unless the overtime  
 15 work has been turned down by the regular full-  
 16 time employees in the classification and  
 17 department as defined by Appendix A.  
 18 Exception may be made where the temporary  
 19 employees are currently familiar with the  
 20 project, as defined by Article VI, Section 3,  
 21 Paragraph C by mutual agreement with the  
 22 Union. A laid off employee not recalled as  
 23 provided above may choose to apply for  
 24 temporary employment under the terms and  
 25 conditions that apply to temporary employees.  
 26 The Company will also consider candidates  
 27 who are referred by the Union for temporary  
 28 employment. Temporary employment with the  
 29 Company will not adversely affect the status of  
 30 a laid off employee, i.e., benefits, seniority,  
 31 accumulation, recall rights, separation pay,  
 32 etc. Temporary employees will not be hired  
 33 prior to the employment of at least one  
 34 thousand one hundred and fifty (1150) full-  
 35 time employees. Effective January 1, 2002,  
 36 temporary employees will not be hired prior to

the employment of one thousand (1000) full-time employees. Effective January 1, 2003, temporary employees will not be hired prior to the employment of seven hundred twenty five (725) full-time employees. Effective January 1, 2004, temporary employees will not be hired prior to the employment of three hundred (300) full-time employees. Effective January 1, 2005, there will be no full-time employee guarantees. Temporary employees will not be included in the computation of the full-time employees.

The following ratio of regular employees to temporary employees will be maintained by the Company:

1. If the Company employs more than 1150 full-time employees, the Company may employ 20% temporary employees.
2. If the Company employs more than 1400 full-time employees, the Company may employ 25% temporary employees.
3. If the Company employs more than 1700 full-time employees, the Company may employ unlimited temporary employees.

The parties will meet as necessary to discuss questions on administration of this provision and may amend or modify this provision by mutual agreement.

All other provisions of the collective bargaining agreement will apply except as specifically agreed.

## 1 SECTION 6. Leaves of Absence Without Pay.

### 4 A. Sick Leave of Absence

An employee who has exhausted his/her sick benefits and is still ill will upon request be granted a sick leave of absence without pay not to exceed two (2) years of his/her retirement date, whichever occurs first. Seniority will accumulate during such leave. If, at the expiration of his/her sick leave, the employee is unable to return to work, he/she shall be terminated.

### 16 B. Personal Leaves

1. Absence from work for less than a full week for reasons other than sickness shall be considered as excused absence without pay if approved by supervision. Seniority will accumulate during such leave.
2. Absence from work for at least a full week, but not more than thirteen (13) weeks, for reasons other than sickness shall be granted as a personal leave of absence, provided the employee makes application in writing setting forth the purpose of such leave and provided the employee can be spared. Seniority

will accumulate during such leave.	1	1	E. Public Office Leave
Employees on such leave shall not	2	2	
accept other employment without prior	3	3	An employee who is elected to public
approval of the Company.	4	4	office shall be granted a leave of absence
	5	5	if the duties of the position require
C. Union Leaves	6	6	absence from the Site on a full-time basis.
	7	7	Such leave shall be for a maximum of one
1. A Union officer or delegate will be	8	8	term of office or four (4) years, whichever
granted a Union leave for the purpose	9	9	is less. Seniority will continue to
of attending Union conventions or	10	10	accumulate during such leave of absence.
other meetings of interest to the Union	11	11	
provided such request is made to the	12	12	F. Extended Leaves
Labor Relations Manager with	13	13	
appropriate notice and his/her	14	14	Special cases requiring additional leave
absence will not disrupt the work	15	15	may be granted by the Company.
schedules.	16	16	
	17	17	G. Abuse of Leave
2. An employee elected or appointed to	18	18	
a position in the International Union of	19	19	An employee who abuses his/her leave
the United Steelworkers of America,	20	20	privileges shall be subject to discharge.
AFL-CIO-CLC, or to a full-time	21	21	
position with Local Union 8031, which	22	22	H. Return From Leave
takes him/her from regular	23	23	
employment at the Site, shall, at	24	24	An employee who returns to work prior to
his/her request, receive written Union	25	25	or at the expiration of a leave of absence
Leave of Absence. Seniority will	26	26	shall be reemployed in his/her former job
continue to accumulate during such	27	27	classification in his/her department, if
leave of absence.	28	28	available, or in accordance with Section
	29	29	12, Placement After Layoff, of this Article.
D. Educational Leave	30	30	
	31	31	I. Family Medical Leave
An educational leave of absence not to	32	32	
exceed two (2) years may be granted to	33	33	The Family Medical Leave Act of 1993 is
an employee with more than two (2) years	34	34	incorporated herein by reference.
of full-time employment. Seniority will	35	35	
accumulate during such leave.	36	36	



### SECTION 7. Restriction Because of Radiation Exposure

When it has been determined by Health and Safety that an employee's radiation exposure has exceeded nationally recognized Department of Energy established guidelines for external and/or internal ionizing radiation exposure levels, a recognized competent independent medical authority mutually agreed upon by the USWA Department of Health & Safety and Kaiser-Hill, Rocky Flats will be used to verify the exposure level on a case by case basis.

The employee will be assigned to another available job within his/her classification and department upon approval of Health & Safety.

Employees approaching national recognized and Department of Energy established guidelines for external and/or internal ionizing radiation exposure levels will be assigned another available job within his/her classification and department in accordance with the ALARA (As Low As Reasonably Achievable) Program.

If such a job is not available, the Company will place the employee on an existing job in the Bargaining Unit which he/she is able to perform at no loss of base rate. The Company will notify the employee and the Union in writing of placement under this Section.

1 Such placement may be made by the  
2 Company regardless of the Unit seniority  
3 provisions of this Agreement and without  
4 following Section 4 of this Article, Job Bidding  
5 Procedure.

6  
7 An employee placed under this Section may  
8 exercise his/her seniority rights for job bidding  
9 or shift preference that would place him/her in  
10 areas from which he/she is not restricted.  
11 He/She cannot be bumped or displaced by  
12 another employee except by approval of the  
13 Company and Union Committee.

14  
15 The employee will be returned to his/her  
16 original assignment at such time as his/her  
17 radiation exposure allows, as determined by  
18 Health & Safety.

### 19 20 SECTION 8. Restriction Due to Toxic 21 and/or Hazardous Material 22 Exposure.

23  
24 When it has been determined by Industrial  
25 Hygiene and Health & Safety that an  
26 employee must be reassigned due to the  
27 employee approaching or exceeding Company  
28 or DOE standards for exposure to toxic or  
29 hazardous materials, the employee will be  
30 assigned to another available job within  
31 his/her classification and department upon  
32 approval of Industrial Hygiene and Health &  
33 Safety. A recognized competent independent  
34 medical authority mutually agreed upon by the  
35 USWA, Department of Health and Safety, and  
36

Kaiser-Hill Rocky Flats will be used to verify the exposure level on a case-by-case basis.

If such a job is not available, the Company will place the employee on an existing job in the Bargaining Unit which he/she is able to perform at no loss of base rate. The Company will notify the employee and the Union in writing of placement under this Section. Such placement may be made by the Company regardless of the Unit seniority provisions of this agreement and without following Section 4 of this Article, Job Bidding Procedure.

An employee placed under this section may exercise seniority rights for job bidding or shift preference that would place him/her in areas from which he/she is not restricted. He/She cannot be bumped or displaced by another employee except by approval of the Company and Union Committee. The employee will be returned to his/her original assignment at such time as his/her exposure allows, as determined by Industrial Hygiene and Health & Safety.

#### SECTION 9. Incapacitated Employees

An employee who, in the judgment of the Company Occupational Health Department, is unable to continue to perform his/her job because of medical or physical reasons will be placed on an existing job vacancy in the Bargaining Unit which he/she is able to perform. Such job placement may be outside their normal classification. If such job

1 placement is outside their normal  
2 classification, it will be made regardless of the  
3 seniority provisions of this agreement.

4 EXCEPTION: An employee placed outside  
5 their normal classification may exercise his/her  
6 seniority rights for job bidding or shift  
7 preference that place him/her in jobs from  
8 which he/she is not restricted.

9  
10 When physically able the employee will be  
11 returned to his/her former classification and  
12 shift.

13  
14 When it has been determined by the Company  
15 that an individual should be medically  
16 restricted, he/she will be accorded options  
17 described as follows:

18  
19 A. The employee will be retained in his/her  
20 normal classification if he/she can be  
21 effectively utilized as determined by  
22 management.

23  
24 B. If not, the employee will be offered any  
25 open job for which he/she is qualified. If  
26 the employee is placed outside of his/her  
27 normal classification, he/she will begin to  
28 earn the job rate for that classification  
29 upon such placement as identified in  
30 Paragraph C.

31  
32 C. If there are no open jobs for which he/she  
33 qualifies for, he/she may be retained in the  
34 employ of the Company and assigned  
35 work of a nature consistent with his/her  
36 restriction, skills, the needs of the

Company and in accordance with applicable law.

An employee, who has been determined to have incurred a work-related injury (by the Worker's Compensation Insurance Carrier) will remain in a retained rate status for fifteen (15) weeks. There will be only one (1) fifteen (15) week period for any individual incident of incapacitation. At the end of this fifteen (15) week period, the employee will assume the appropriate pay rate for his/her new job assignment.

An employee who has been determined to have incurred a non-job related disability will remain in a retained rate status for five (5) weeks. There will be only one five (5) week period for any individual incident of incapacitation. In certain instances, (e.g. heart attacks, strokes, surgery recovery), the employee may request an extension. The Company will notify the Union of extensions granted or denied. The Company will make the final decisions on extensions. At the end of this five (5) week period, the employee will assume the appropriate pay rate for his/her new job assignment.

D. If no open jobs exist for which he/she is qualified for, or if the Company is unable to assign work in accordance with Paragraph C above, the employee will be laid off according to Article IV, Sections 11, 12, 13.

E. Utilization of Medically Restricted Employees.

When an employee has been medically restricted, his/her supervision must determine whether he/she can be effectively utilized in his/her classification within his/her current department. If supervision determines the employee cannot be retained in his/her current department, management will determine whether the employee can be utilized in the same classification in some other department. If the employee can be utilized in another department, he/she may be moved to that department.

If no vacancy exists in the department of which the restricted employee is moved, an exchange of personnel may be made. The following principles will apply in that event:

1. The volunteer with the most Unit seniority or the non volunteer with the least Unit seniority working in the classification and department to which the restricted employee is moved: (provided the restricted employee has more Unit seniority than the least senior nonrestricted employee) will be assigned to work in the department which the restricted employee leaves.
2. Personnel moved from one overtime list to another will be placed on the

new overtime list in the same relative  
position which they held on the one  
from which they are removed.

#### SECTION 10. Workforce Restructuring

A. When it is necessary to reduce the  
working force within a department, the  
Company shall determine the need for  
employees in any classification. An  
employee who has insufficient seniority to  
remain in his/her classification in his/her  
department will displace the least senior  
employee in his/her classification in  
another department. Employees who  
have insufficient seniority to remain in their  
classification shall be offered placement in  
job vacancies in order of their Unit  
seniority. However, in special  
circumstances, when selecting employees  
for layoff or recall, the Company may  
layoff or recall by qualifications, ability,  
and performance prior to seniority. In  
such individual cases, or in particular  
situations with special significant  
circumstances that require the  
implementation of the above described  
criteria, the Company will take such  
actions only after mutual agreement is  
reached with the Union International  
Representative and the Local Union  
President.

B. Employees who do not meet the minimum  
qualifications of an open job they desire  
may, at the Company's discretion, be

offered both Company paid time and  
tuition to acquire the lacking minimum  
qualification. In such cases, the open job  
will be held open for the employee for a  
reasonable period to allow for successful  
completion of the lacking minimum  
qualification(s).

C. Employees who fail to successfully  
complete the lacking minimum  
qualification(s) will be laid off in  
accordance with the next Section 11,  
Layoff Procedure. Employees who,  
subsequent to a Company offer to  
participate in obtaining the lacking  
minimum qualifications elect not to  
participate and employees who are not  
offered the option of acquiring lacking  
minimum qualifications will be laid off in  
accordance with the next Section 11,  
Layoff Procedure.

#### SECTION 11. Layoff Procedure

If no job vacancies exist for which he/she is  
qualified and interested, after notification of  
layoff and prior to execution of a bump slip,  
the employee may exercise his/her rights as  
specified in Section 12, Placement After  
Layoff.

#### SECTION 12. Placement After Layoff

An employee scheduled for layoff may  
exercise seniority rights to bump only  
employees at the same or lesser job rates. An

employee exercising seniority rights under this  
 Section must meet the minimum qualifications  
 for the job and must have greater Unit  
 seniority than the employee being displaced.

A. An employee exercising seniority rights  
 under this Section must bump the  
 employee with the least Unit seniority in  
 any job classification for which he/she  
 meets the minimum qualifications.

B. A laid off employee shall not be permitted  
 to bump an employee in an indentured  
 apprenticeship program and may only  
 bump an employee in a training program  
 as specified in such program.

C. An employee exercising bumping rights  
 under this Section who fails to perform the  
 job after two (2) weeks, shall be allowed to  
 bump into a Labor Grade 8 position  
 provided they have the seniority to hold  
 the position, or shall be laid off from the  
 Site and shall be subject to recall under  
 Section 13 of this Article, Recall  
 Procedure.

D. Refusal to follow the procedure in  
 Paragraph A above shall not be cause for  
 loss of Unit seniority. In such cases, the  
 employee will be laid off from the Site  
 without layoff pay and shall be subject to  
 recall under Section 13 of this Article,  
 Recall Procedure.

E. An employee who cannot be placed on a

job under the above paragraphs shall be  
 laid off from the Site.

### SECTION 13. Recall Procedure

A. An employee laid off from a classification  
 shall be offered recall in order of Unit  
 seniority to a vacancy which occurs in that  
 classification prior to offering it to other  
 employees in accordance with the  
 provisions of Section 4 of this Article, Job  
 Bidding Procedure. However, in accordance  
 with Section 10, Paragraph A  
 of this Article, employees may be recalled  
 by qualifications, ability, and performance  
 prior to seniority after mutual agreement is  
 reached with the Union International  
 Representative and the Local Union  
 President. An employee who fails to  
 accept recall to the classification from  
 which he/she was initially laid off shall  
 forfeit his/her Unit seniority. An employee  
 who fails to accept recall to another  
 classification from which he/she was laid  
 off shall forfeit recall rights to that  
 classification. Employees currently  
 displaced from a job classification included  
 in a combination or consolidation through  
 these negotiations will have recall rights to  
 the new or resulting job classification.

B. Recall of an employee to a classification  
 other than a classification from which  
 he/she was laid off shall be in accordance  
 with Section 4, Job Bidding Procedure, of  
 this Article. An employee who fails to

accept recall to such a classification shall  
forfeit his/her recall rights only to the  
classification offered.

C. An employee who returns to work in the  
classification from which he/she was  
initially laid off, but in a different  
department, will retain recall rights to the  
department and classification from which  
he/she was initially laid off.

D. The Company will provide to the Union a  
print out of those hourly employees on  
recall. The print out will be submitted to  
the Union quarterly.

## ARTICLE V HOURS OF WORK

### SECTION 1: Workday

The workday shall be from 11:30 p.m. to 11:30  
p.m. the following day for all Bargaining Unit  
employees, except those assigned to certain  
odd-shift schedules.

### SECTION 2: Workweek

The workweek shall be from 11:30 p.m.  
Sunday to 11:30 p.m. the following Sunday for  
all Bargaining Unit employees, except those  
assigned to certain odd-shift or alternate work  
schedules.

### SECTION 3. Shift Schedules

A. Working hours for Monday through Friday  
shift schedules as established by  
supervision shall be as follows:

#### 1. Day Shift

7:30 a.m. to 4:00 p.m. with one-half  
(1/2) hour non-paid lunch period, or  
7:45 a.m. to 3:45 p.m. with a 20  
minute paid lunch period.

#### 2. P.M. Shift

3:45 p.m. to 11:45 p.m., or 3:30 p.m.  
to 11:30 p.m. with a twenty (20)  
minute paid lunch period.

#### 3. Midnight Shift

11:30 p.m. to 7:30 a.m., or 11:45 p.m.  
to 7:45 a.m. with a twenty (20) minute  
paid lunch period.

B. A continuous shift schedule shall consist  
of four shifts (day shift, p.m. shift, midnight  
shift, and jump shift), each with a twenty  
(20) minute paid lunch period. The hours  
of work are from 11:30 p.m. to 11:30 p.m.  
the following day, with shift changes  
occurring at 7:30 a.m., 3:30 p.m., and  
11:30 p.m.

C. An odd-shift schedule is a schedule which  
does not conform to any schedule set forth  
above. An odd-shift schedule shall extend  
a minimum of four (4) weeks. The  
workday and workweek of an employee

assigned to an odd-shift schedule which overlaps the workday or workweek as specified in Sections 1 and 2 of this Article will be redefined based on the employee's odd-shift schedule. An odd-shift schedule must provide two consecutive days off in a workweek. The workday and workweek of an employee assigned to the odd-shift schedule will be utilized for application of other provisions under this Agreement. Overtime shall not be construed to establish an odd-shift; however, regular or casual overtime can be applied to an odd-shift schedule. A subsequent change in the hours of an odd-shift schedule shall not be considered a new odd-shift schedule unless the scheduled days of work in the week are changed.

D. A relief shift is a permanent shift which involves working the various other shift schedules defined in this Section. Both parties recognize that continuous shift operations of Utilities must be covered and that special considerations are necessary for relief of such operations. The special relief shift is recognized as an additional permanent shift. An Agreement entitled "Relief Shift Stationary Operating Engineers and Wastewater Treatment Operators" is included as Appendix B to this Agreement.

E. Starting and quitting times for Pu and Non-Pu areas:

## Non-Pu Area

1. All employees will be in their work area at the established starting time for their shift. If clothes change is required, six (6) minutes is allocated.
2. Employees will remain in their work areas until the ending time for their shift. If clothes change is required, six (6) minutes is allocated. If clothes change and showering out is required, eighteen (18) minutes is allocated.

## Pu Area

1. All employees will be inside the zone gate at the established starting time for their shift. Employees will be allowed ten (10) minutes to arrive at their work station. This additional allowance compensates employees for additional distances they have to walk and also includes clothes change time.
  2. Employees will remain in their work area until the ending time for their shift. If clothes change is required, six (6) minutes is allocated. If clothes change and showering out is required, eighteen (18) minutes is allocated.
- F. Every effort shall be made to announce shift changes prior to the start of the workweek. When an employee's shift

# ARTICLE V — HOURS OF WORK

schedule is changed, he/she shall assume the schedule of the new shift and his/her days off shall be determined by the new schedule.

## SECTION 4. Interruption of Work

When an interruption of work occurs for reasons beyond the control of the Company, such as fire, explosion, flood, storm, line rupture, power failure, or any other condition which endangers life or property, the employees working on the jobs or operations in the locations actually affected may be sent home, and the provisions of Article IV, Section 11, Layoff Procedure, and Article VII, Section 7, Layoff Pay, will not apply.

While some employees may be sent home in these circumstances, certain essential personnel may be required to report to work to keep the Site operating safely. All employees who have been identified in advance as essential by their management will make every reasonable effort to fulfill the responsibilities of their position during a snow day or plant closure. If an employee deemed essential fails to report for work, he/she will not be allowed to use the "snow days/plant closures" charge number to be paid for their time. Management will review these events on a case-by-case basis, and employees will either receive excused or unexcused absence without pay for the day in question. Once a decision is made, management will allow employees to use vacation or personal

# ARTICLE VI — OVERTIME PROVISIONS

1 holidays in place of excused absence without pay. Essential personnel who do report for work will be paid their normal wages for any time worked.

2 During an emergency or when it is determined that the interruption will continue beyond the first working day, every effort will be made by the Company to assign work to the affected employees that they may reasonably perform without regard to classification. The Company and Union shall meet to discuss any problems over placing the personnel affected.

3 When necessary to send employees home under this Section, the employee is expected to exhaust every reasonable means to obtain his/her own transportation. In cases of extreme hardship, the Company will provide transportation at least to the nearest public transportation; or if practical, to the employee's home.

## ARTICLE VI OVERTIME PROVISIONS

### SECTION 1. Overtime Pay

A. All time for which an employee receives pay, except pay for a holiday which falls on his/her regularly scheduled day off, shall be considered as time worked in computing overtime pay.



ARTICLE VI — OVERTIME PROVISIONS

- B. Overtime pay shall be computed on the sum of the employee's regular rate plus applicable shift differentials.
- C. One and one-half the rate specified in Paragraph B above shall be paid as follows:
1. For all time worked in excess of eight (8) hours in any one (1) workday.
  2. For all time worked in excess of forty (40) hours in any one (1) workweek.
  3. For all time worked in excess of eight (8) consecutive hours up to and including twelve (12) consecutive hours, except as limited by Paragraph F below.
  4. For all time worked on the first scheduled day off.
  5. For all time worked outside regular scheduled hours in a workday. However, when an employee requests and is allowed time off without pay for some or all of his/her scheduled hours in a workday and is then allowed to work up to a total of eight (8) hours in that workday, he/she shall receive straight time for such hours.
- D. Two times the rate specified in Paragraph B above shall be paid as follows:

ARTICLE VI — OVERTIME PROVISIONS

1. For all time worked in excess of twelve (12) consecutive hours except as limited by Paragraph F below.
  2. For all time worked on the second scheduled day off.
- E. The provisions of Paragraphs C and D above pertaining to time worked on the first and second scheduled days off do not apply when the hours of work of an odd shift overlap the workday and/or workweek as specified in Article V, Sections 1 and 2, Workday and Workweek.
- F. No overtime pay will be paid for an employee's regularly scheduled hours worked.
- G. There shall be no more than one regularly scheduled eight (8) hour period at straight time in any period of consecutive hours worked.
- H. During a workweek in which an employee on a continuous shift schedule has only one scheduled day off, he/she will be paid time and one half for all work performed on the sixth scheduled workday as such and double time for all work performed on his/her only day off as such.

## SECTION 2. Nonpyramiding of Overtime

Overtime pay for any hour excludes that hour from any other overtime payment on any other basis, thus eliminating pyramiding under any provision of this Agreement.

## SECTION 3. Overtime Distribution

A. The Company may assign overtime in accordance with its rights as established in Article I, Section 2, of this agreement. An employee shall work such overtime as directed and assigned by management unless he/she has a reasonable excuse. Prior to forcing an employee to work overtime, where possible the company would go to another overtime list within the affected classification and request qualified volunteers. However, if sufficient volunteers are not found, the Company maintains the right to force overtime. Except in the case of emergency or the need to maintain adequate staffing for continuity of operations, the Company, whenever possible, will advise the affected employees within a reasonable period of time of said overtime. When it becomes necessary for an employee to work overtime, he/she shall not be denied his/her regular work schedule. The Company agrees to the guidance provided in the Conduct of Operations Manual relative to the maximum number of overtime hours an employee will be allowed to work.

B. The Company will make an effort to assign overtime to qualified employees who are low on their respective overtime lists. However, the Company maintains the right to assign overtime to any employee who is qualified, regardless of overtime spread. If an employee believes they are being unfairly discriminated against as a result of overtime spread, and if that employee is qualified to perform the work and at least 80 hours from the high person on the overtime list, the Company will agree to convene a meeting upon request from the employee. That meeting will be limited to the employee, a steward, and the foreman or manager in charge of the overtime list. The parties should discuss the issue and come to an understanding of the overtime assignment(s). The parties are free to develop resolutions to the overtime issue as appropriate.

C. The Company shall have the sole responsibility for determining the number of overtime lists and the makeup of those lists. The Company shall also have the sole responsibility for assigning overtime to qualified employees. An employee who does not possess the qualifications or clearance necessary to perform certain overtime work will be considered unavailable and will be charged such overtime hours. The Company will make a reasonable effort to use employees on the same overtime list for overtime assignments, but the Company reserves

the right to use any employee from any overtime list for overtime assignments as determined necessary by the Company. Such overtime will be charged to the employee's home list. Overtime distribution lists shall be posted by the Company, and supervision shall keep those lists up-to-date.

D. Those employees who are absent for any reason or medically restricted for any reason will maintain their same relative position on their overtime list until they return to work or are physically able to perform the overtime work. "Relative position" is defined as those hours the affected employee is from that person on the overtime list with the most hours at the time they become absent or medically restricted.

E. Overtime shall be credited on the basis of paid hours. All overtime worked or refused or where an employee is otherwise unavailable for said overtime will be credited to the appropriate overtime list. Exception: Overtime worked as a part of an employee's regular schedule shall not be considered in overtime distribution. Overtime hours awarded in the grievance procedure will be added to the individual's total on his/her overtime list.

F. When a new employee enters a department (new to the classification or a new Kaiser-Hill employee), he/she shall be charged with the highest number of hours on his/her new overtime list. When an employee transfers from one overtime list to another within the classification, he/she will remain in the same relative position. When an overtime list is split, created, or when 2 or more overtime lists are combined, the new lists will revert to zero hours for everyone on the list. Those people who were out of spread on their previous overtime list will be allowed to work those hours back in spread on their new overtime list when overtime becomes available.

G. An employee may upon written request to his/her supervisor, obtain a blanket refusal to all overtime that could be asked of said employee. Any overtime for which the employee would have been asked during the blanket refusal period will be charged to the employee. A blanket refusal may not exceed twenty-six (26) weeks. This does not negate the Company's right to require overtime per Article VI, Section 3A.

H. All overtime lists will be zeroed effective September 30 of each year the contract is in effect. Any employee who is out of spread these dates will be paid the number of hours required to bring the employee to the eighty (80) hour spread on the appropriate overtime list. The

payment will be based on the employee's regular rate.

- I. The Company will advise the Union on an annual basis of the overtime lists within each project and lists maintained within a project will be comprised of no fewer than 6 employees, throughout the year.

## ARTICLE VII PREMIUM PAY PROVISIONS

### SECTION 1. Shift Differentials

- A. An employee who works the p.m. shift shall be paid a shift differential of forty-five (45) cents per hour above his/her regular rate. An employee who works the midnight shift shall be paid a shift differential of fifty-two (52) cents per hour above his/her regular rate. An employee who works outside his/her regular shift schedule shall be paid the applicable shift differential for those hours worked outside his/her regular shift.
- B. An employee who works the jump shift shall be paid a shift differential of thirty (30) cents per hour above his/her regular rate plus any applicable shift differential as provided in Paragraph A above.
- C. An employee who works an odd shift Monday through Friday shall be paid a shift differential of thirty (30) cents per hour above his/her regular rate plus any

applicable shift differentials as provided in Paragraph A above.

- D. An employee who works an odd shift schedule which includes Saturday and/or Sunday shall be paid a shift differential of forty (40) cents per hour above his/her regular rate plus any applicable shift differentials as provided in Paragraph A above.
- E. An employee who works a relief shift shall be paid a shift differential of forty-five (45) cents per hour above his/her regular rate, plus any applicable shift differential as provided in paragraph A above.
- F. An employee who, for special reasons, requests and receives approval from supervision for a change in his/her regularly scheduled hours shall receive applicable shift differential in accordance with this Section for only those hours worked in his/her regular schedule.

### SECTION 2. Premium Pay for Shift Schedules

- A. Saturday and Sunday Premium
- An employee who works a continuous shift schedule shall be paid a premium of fifty-five (55) cents per hour for all hours worked on Saturday and a premium of eighty (80) cents per hour for all hours worked on Sunday. Such premiums shall

ARTICLE VII -- PREMIUM PAY PROVISIONS

- not apply to any hour for which a premium is payable for overtime or holiday reasons.
- B. Lack of Notification Premium
- An employee not notified in writing of a change in his/her shift schedule two (2) full calendar days, excluding holidays prior to the start of his/her new schedule shall be paid one and one half times the sum of his/her regular rate plus any applicable shift differential for the first day he/she works the new schedule.
- C. Split Workweek Premium
- A split workweek occurs when an employee assigned to a Monday through Friday schedule has his/her schedule changed after Monday so that he/she works a different shift schedule on any or all of the following four workdays in that workweek. An employee who works a split workweek shall be paid one and one half time the sum of his/her regular rate plus any applicable shift differential for the time worked during that workweek on the different schedule.
- D. Premium Pay on Continuous Shift Schedules
- When an employee who is working on a continuous shift schedule is changed to a Monday through Friday schedule and is not granted two (2) days off between

ARTICLE VII -- PREMIUM PAY PROVISIONS

- schedule changes, he/she will be paid one and one half times the sum of his/her regular rate plus any applicable shift differential for work performed on the days which would normally have been his/her regularly scheduled days off under the continuous shift schedule that week.
- E. The provisions of Paragraphs B, C, and D above do not apply when shifts are changed because of job bidding, reduction of the work force, an employee exercising shift preference, medical restriction, and recall.
- F. An employee who, for special reasons, requests and receives approval from supervision for a change in his/her regularly scheduled hours, shall not be eligible for premium pay under the provisions of Paragraphs B, C, and D above. This provision will not be applied to change the scheduled work days of an employee's workweek.
- SECTION 3. Call-In Pay
- A. When an employee is called in or is scheduled to work outside his/her regularly scheduled working hours and it is necessary for him/her to make an extra round trip to the Site, he/she will be guaranteed a minimum of four (4) hours pay at his/her regular rate or shall be paid at the applicable overtime rate for the hours worked, whichever is greater.

ARTICLE VII — PREMIUM PAY PROVISIONS

However, if an employee is pre-scheduled to work at least eight (8) hours on a scheduled day off and, after reporting for work, is required to work less than eight (8) hours, he/she will be guaranteed a minimum of six (6) hours pay at his/her regular rate.

- B. An employee who is called in or is scheduled to work prior to the start of his/her regularly scheduled working hours and who continues to work his/her regularly scheduled hours will be considered as working overtime only during the hours he/she worked outside his/her regular schedule, and will be paid the overtime rate applicable at the time the overtime occurs.

SECTION 4. Report Pay

Except in cases of emergency or situations beyond the control of the Company (such as fire, explosion, flood, storm, line rupture, power failure, or any other condition which endangers life or property), an employee who is not notified before the end of the preceding workday that a full day's work does not exist on his/her next regularly scheduled workday shall receive a minimum of eight (8) hours pay at his/her regular rate. An employee who is permitted to report to work, not being properly notified as above, may be assigned work he/she may reasonably be expected to perform regardless of classification, and shall receive his/her regular job rate.

ARTICLE VII — PREMIUM PAY PROVISIONS

1 SECTION 5. Overtime Meals

- 2  
3 A. The Company shall provide to any employee who is requested to work overtime after the start of his/her shift, and does work at least two (2) consecutive hours after the end of his/her regularly scheduled shift hours and every four (4) hours of work thereafter, with a choice of a meal chit or a box lunch. "In lieu" cash payments for overtime meals will not be made. Adequate box lunches will be provided.

A meal chit may be exchanged in any Site cafeteria for a meal within seventy-two (72) hours.

- 19 B. An overtime box lunch provided by the Company shall contain:

20  
21  
22 2 sandwiches  
23 2 drinks\*  
24 1 pie  
25 1 chips  
26 2 fruit  
27 \*pop, milk

28  
29 Employees may choose to receive the above as a delivered overtime meal or may receive an Overtime Meal Request form to be redeemed in the cafeteria. Overtime Meal Request forms are valid only for seventy-two (72) hours from the time of issue excluding weekends and holidays.

ARTICLE VII — PREMIUM PAY PROVISIONS

SECTION 6. Paid Lunch Periods

Paid lunch periods of twenty (20) minutes shall apply to only the following:

- A. Employees on continuous shifts, employees working the p.m. and midnight shifts and employees working the relief shift.
- B. Employees provided overtime meals as specified in Section 5 of this Article.
- C. Day shift employees who are requested to work one (1) hour or more past the start of their regular lunch period.
- D. Day shift employees working Saturdays and Sundays.

SECTION 7. Layoff Pay

If the Company does not give at least five (5) working days notice prior to layoff from the Site for lack of work, an employee laid off from the Site shall receive five (5) days pay at his/her regular rate, less regular pay for hours worked after notification of layoff.

SECTION 8. Pressure Suit Pay

- A. It is the intent of this Section to provide premium pay when the nature of the job requires:

ARTICLE VII — PREMIUM PAY PROVISIONS

- 1. In addition to clothing normally worn, additional protective clothing prescribed to protect the entire surface of the body; and

- 2. An outside source of breathing air, or a self-contained generator for oxygen or air, or a tank of air, or a respiratory device developed to be used in lieu of the foregoing. Supervision of Health Physics shall determine when such equipment is required.

- B. When the use of such equipment is required, a premium of fifty (50) percent of the employee's base rate shall be paid, based on actual hours only, from the time the employee is completely outfitted until such time as the suit is removed. Under normal circumstances, an employee will not be required to work more than four hours in one consecutive period in supplied air from the time the employee is completely outfitted until the time the suit is fully removed.

- C. This Section is not intended to provide premium pay for performing work in pressure suits or equivalent equipment when such equipment is required for the protection of the material, not the employee; i.e., the potential risk to the employee would be no greater if he/she performed the job without the pressure suit or special equipment.

SECTION 9. **Emergency Leave**

- A. In order to help an employee meet situations which require time-off during his/her regularly scheduled working hours, the Company will grant an employee who has worked at least thirteen (13) weeks for the Company up to seven (7) hours off per calendar year at his/her regular rate. Up to seven (7) hours of unused emergency leave with pay may be carried over from one (1) calendar year to the next. Such leave must be taken in not less than one-half (1/2) hour increments.
- B. It is understood that requests for emergency leave will not be denied unless excessive requests would jeopardize the continuity of an operation.
- C. An employee, upon written notice to Payroll and supervision, may transfer either four (4) or eight (8) hours of regular or merit vacation time to emergency leave once per calendar year.
- D. An employee shall be paid his/her accrued, unused emergency leave upon termination.

SECTION 10. **Court Pay**

- A. An employee called to serve on a jury or who is served a subpoena to act as a witness in a court case to which he/she, his/her spouse, or any dependent is not a

- party, shall be paid his/her regular rate for the time he/she is absent from his/her regular work schedule because of such court duty.
- B. An employee released from court duty within four (4) hours after the start of his/her shift shall report to work and complete his/her work schedule.
- C. An employee called for court duty may, at the employee's request, be assigned to the day shift for the period of time serving on the jury.
- D. An employee shall receive pay under this Section in his/her regular paycheck or paychecks. The employee must submit to his/her supervisor, within two (2) weeks following completion of his/her court duty, certification from the court specifying the dates and hours of such duty. If there is any discrepancy, proper adjustments will be made.

SECTION 11. **Funeral Leave Pay**

- When a death occurs in an employee's immediate family, the Company will grant funeral leave to the employee for the purpose of attending the funeral if the employee requests such leave from his/her supervision. He/She shall be paid his/her regular rate for such funeral leave.



ARTICLE VII — PREMIUM PAY PROVISIONS

The maximum period of funeral leave granted shall be five (5) regularly scheduled workdays for the death of the employee's spouse, mother, father, son, or daughter and three (3) regularly scheduled workdays for the death of the employee's sister, brother, mother-in-law, father-in-law, foster parent, legal guardian, grandchild or grandparent.

**SECTION 12. Pay for Employee Restricted Because of Radiation Exposure or Exposure to Toxic and/or Hazardous Material**

An employee who is placed on another job in the Bargaining Unit under the provisions of Article IV, Section 7, Restriction Because of Radiation Exposure, or Article IV, Section 8, Restriction Due to Toxic and/or Hazardous Material Exposure, shall receive the regular rate of pay, excluding any shift differential, of his/her old job.

**SECTION 13. Occupational Disability Pay**

An employee who is placed on another job in the bargaining unit under the provisions of Article IV, Section 9, Incapacitated Employees, will remain in a retained rate status as follows:

1. Job incurred injury - fifteen (15) weeks.
2. Non job related disability - five (5) weeks.

ARTICLE VII — PREMIUM PAY PROVISIONS

**SECTION 14. Layoff Pay for Employees Laid Off for Lack of Work**

A. An employee laid off from the Site for lack of work after exercising his/her bumping rights under Article IV, Section 12, Placement After Layoff will be paid layoff pay with retention of seniority and recall rights. The employee shall have the option of receiving layoff pay in a lump sum or in weekly increments.

Layoff pay shall not be payable to employees retaining recall rights until the employee has been laid off plantsite for thirty (30) calendar days. This provision will not be applied to layoffs that are expected to exceed thirty (30) calendar days.

B. An employee accepting layoff from the Site without exercising bumping rights may:

1. Refuse layoff pay with retention of seniority and recall rights, or
2. Accept layoff pay with loss of seniority and recall rights.

C. The following amounts of layoff pay will be allowed subject to the qualifications specified in Paragraph D below:

1. An employee with less than six (6)

- months of continuous service will receive no layoff pay.
2. An employee with six (6) months through one (1) year of continuous service will receive ten (10) days layoff pay.
3. An employee with more than one (1) year of continuous service will receive an additional five (5) days layoff pay for each additional full year of service, up to a maximum of one hundred (100) days layoff pay.
- D. An employee who has received layoff pay and has returned to work will be eligible for future layoff pay as specified in the above schedule, based on his/her most recent recall or rehire date plus any unused layoff pay credits. The total allowance for any one layoff shall not exceed one hundred (100) days.
- E. A day's layoff pay will be eight (8) hours pay at the employee's regular rate in effect at the time he/she is laid off from the Site. Employees bumped to a lower classification and subsequently laid off will receive layoff pay based on his/her original classification; provided ten (10) weeks have not elapsed since layoff from their original classification.
- F. An employee who receives layoff pay under Paragraph A above, and who

refuses recall to the classification from which he/she was initially laid off, will lose any benefits remaining due under this Section.

**SECTION 15. Preinduction Physical Examination, Military Separation Pay, and Return From Military Duty**

- A. An employee who is required to take a preinduction physical will be granted four (4) hours pay at his/her regular rate in any calendar year when such physical examination is given during his/her regular scheduled hours.
- B. An employee who is drafted or who volunteers in any branch of the Armed Forces of the United States under the provisions of the existing Military Selective Service Act or the existing Armed Forces Reserve Act will receive separation pay at his/her current regular rate as follows:
1. Less than thirteen (13) weeks of continuous employment with the Company - no separation pay.
  2. Thirteen weeks to two (2) years of continuous employment with the Company - ten (10) days pay.
  3. An additional five (5) days pay for each additional full year of continuous

ARTICLE VII — PREMIUM PAY PROVISIONS

employment with the Company in excess of two (2) years, up to a maximum of forty (40) days pay.

C. Prior military service will be considered a continuous employment if the employee left the Company's employ at the time of previous induction, and if he/she makes application for work within ninety (90) days after his/her release from active service, and if his/her employment has been continuous since that date.

D. Both parties will abide by and comply with all applicable federal and state laws, executive orders, rules, and regulations which apply to the reemployment of employees who entered the Armed Forces of the United States. The parties shall have the right to rely upon and to act in accordance with any such regulations.

**SECTION 16. Company/Union Meeting Time Pay**

A. **Grievance Time Pay**

All conferences relating to Miscellaneous Plant Problems and grievances between the Company and the Union shall be held during normal working hours for the day shift. An employee attending such meetings shall receive his/her regular pay for any such time spent during his/her regularly scheduled working hours.

ARTICLE VIII — WAGES

B. The Company agrees to pay each member of the Union Negotiation Committee for a reasonable amount of time spent in negotiation meetings which occur during his/her regularly scheduled work hours.

**SECTION 17. Election Day Pay**

Employees working day shift hours; 7:30 a.m. to 4:00 p.m., who are eligible to vote in the general election will be given two (2) hours off with pay for that purpose providing such eligible employees make a request in writing to their supervisors prior to Election Day. Employees found abusing this Section shall be subject to discharge.

**ARTICLE VIII  
WAGES**

**SECTION 1. Wage Exhibit**

Effective 11:30 p.m., January 3, 2001, and continuing until January 15, 2007, the hourly base rates shall be paid for the classifications shown in Exhibit A. For the purpose of this Agreement the job rate is the top rate for any classification.

**SECTION 2. Hiring Rate**

A. New employees shall be hired at the job rate for their classification.

- B. A new employee hired directly into a job in an indentured apprenticeship program shall follow the rate schedule applicable to the particular program.

### SECTION 3. Promotion, Transfer, Recall, and Temporary Assignment

- A. An employee who accepts a job of a different classification shall be placed at the rate of that new classification.
- B. An employee who accepts recall to the classification from which he/she was initially laid off shall be placed at the applicable rate of that classification.
- C. An employee who accepts a job in an indentured apprenticeship program shall follow the rate schedule applicable to the particular program.
- D. If an employee is directed to perform work of a high rated classification, he/she shall be compensated at the job rate of the high classification for the time he/she works in the higher classification. When an employee is directed to perform work of an equal rated or lower-rated classification, there shall be no reduction in his/her regular pay for such assignment.

### SECTION 4. Reduction of the Workforce

When an employee exercises his/her rights under Article IV, Section 12, Placement After

1. Layoff, the following rates will apply:

- A. An employee who bumps into a job he/she has not previously performed at this Site shall be placed at the rate for the job.

- B. An employee who bumps into a job he/she has previously satisfactorily performed and for which he/she has received the job rate will be placed at the job rate.

### SECTION 5. Job Classification Restructuring

- All jobs set forth in Exhibit A shall be considered as placed in the correct labor grade and the labor grade placement of any job shall not be subject to change except in response to significant job-content changes as provided for in Section 6.A.5. following, of the Wage Administration Rules. It is expressly recognized that inequity or out-of-line claims shall not be accepted as grounds for change in labor grade placement.

### SECTION 6. Wage Administration Rules

#### A. General Rules

1. Job descriptions cover a job's regular functions and duties and are not to be taken as specifying every chore which might have to be performed.

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2. Job descriptions reflect the job's current content and are not intended to preclude management from adding or deleting duties in response to legitimate operating changes (see 4, immediately below).
3. The purpose of job descriptions is to arrive at appropriate rates of pay, not to create precise jurisdictional boundaries.
4. It is recognized that a viable enterprise from time to time requires changes in methods, procedures, processes, materials, or equipment. Management is empowered, where it adopts such changes, to make attendant changes in the job content of existing jobs or to create new jobs. Correspondingly, the Union is empowered to challenge the accuracy of the revised or new job descriptions and the labor grade placement which management makes pursuant to the revised or new job descriptions. The Union's right of appeal includes arbitration. Description and/or labor grade placement disputes, once they take the form of a formal grievance shall be referred directly to of the grievance meeting.
5. The job description and labor grade placement for each job in effect as of the date of the Agreement and of

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- those hereafter established shall continue in effect unless (1) management significantly changes the job content so that they are no longer appropriate, (2) the job is not occupied during period of one (1) year; or (3) the description and/or labor grade placement are changed in accordance with mutual agreement of officially designated and duly authorized representatives of the Company and the International Union.
- B. Administrative Mechanics**
1. Where Management, as contemplated in Paragraph 4 of the General Rules above, moves to establish a new job or to make a significant change or changes in the job content of an existing job, Management shall develop a description and a labor grade placement of the job. With respect to the creation of a new job, Management may, without waiting for the completion of the steps set forth below, post and fill the job under a tentative description and labor grade placement.
2. The proposed description and labor grade placement referred to in the first sentence of 1. above will be submitted to the Wages Specialist designated by the Local Union. He/She shall have thirty (30) calendar days within which

- to consider the accuracy of the description and the labor grade placement. If he/she concurs or if he/she, within the thirty (30) day period, persuades Management to make such changes as he/she considers called for, authorized representatives of the parties shall sign the description and labor grade placement and the description and labor grade placement shall thereby be considered as officially in effect.
3. If the Wage Specialist does not give his/her concurrence to the proposed description and labor grade placement and if he/she cannot persuade Management to make such changes as he/she considers called for, the proposed description and labor grade placement shall nonetheless be put in effect by Management. This action shall be accompanied by written notice to the Wage Specialist and to the Union's International Representative.
4. Thereafter, the Union shall have thirty (30) calendar days within which to determine whether to file a grievance protesting the proposed description and labor grade placement. If no such grievance is filed within the thirty (30) day period, the proposed description

- and labor grade placement shall be considered as officially adopted and in effect.
5. If such grievance is filed within the thirty (30) day period, it shall be entered at the grievance meeting step and be potentially subject to arbitration. Once the grievance is so entered, the agreements time limits respecting arbitration shall apply. Adjustments in the description and/or labor grade placement, whether agreed to in the initial stage involving the Wage Specialist, whether agreed to at in the *Grievance Procedure*, or whether directed by the arbitrator, shall be retroactive to the date on which the new job or change in job content of the existing job was instituted.
6. Where in the opinion of the Wage Specialist a new job is created or there has been a significant change in the job content of an existing job and where Management has not proceeded to implement Paragraph 1 of this Section B, the Wage Specialist may request Management to proceed with the implementation and may, where Management refuses, file a grievance at the grievance meeting step protesting the refusal. Any adjustment in the description and/or labor grade placement resulting from

this Union-initiated action shall be retroactive to the date on which the change in the job content of the job can reasonably be identified as having occurred, but in no event to a date earlier than thirty (30) calendar days preceding the date of the filing of the grievance.

#### SECTION 7. Apprentice Wage Schedules

The wage schedule for Apprentices is set forth in Exhibit A.

#### SECTION 8. Crew Leader Rate

Crew leaders to receive two labor grades above the highest classification lead regardless of whether the employees are temporarily or permanently assigned to the crew. Not applicable to medically restricted employees assigned to the crew.

#### SECTION 9. Undisputed Error

In case of an undisputed error on the part of the Company as to an employee's rate and classification, proper restitution for the amount of the error will be made on his/her regular subsequent paycheck or paychecks.

#### SECTION 10. Payday

Payday for all hourly personnel will be Thursday, following the pay period ending at 11:30 p.m. on Sunday. Employees shall have

the option of being paid by mail to their homes or bank of their choice, or on the plantsite. Checks will be mailed from the Site not later than Thursday. In a week when a holiday falls on a Monday, Tuesday, or Wednesday, payday will be on Friday.

#### SECTION 11. USWA Hourly Incentive/Retention Program

A. This incentive plan is intended for all USWA hourly bargaining unit employees. Kaiser-Hill will provide hourly employees with an annual Incentive/Retention Bonus. Based on the Company's performance, cost, schedule and safety will determine how much each employee is paid. Any employee who is charged with a safety violation will have their Incentive/Retention Bonus reduced by up to 25% in any given year, based on the decision of the Project Manager.

B. Under this program, employees will receive cash awards each year. The cash awards will be distributed to all hourly employees on the active payroll as of December 31 of each year. Employees on an approved leave of absence are included in this disbursement, but temporary employees are not eligible. The total available cash awards are based upon the Company maintaining the identified closure schedule.

Closure Schedule	Amount Paid Per Employee	Approximate Dollar Per Hour Equivalent*
12/15/05	\$4,200	\$2.02
3/15/06	\$3,750	\$1.80
6/15/06	\$3,300	\$1.59
9/15/06	\$3,000	\$1.44
12/15/06	\$2,700	\$1.30
3/15/07	\$1,850	\$0.89
6/15/07	\$1,000	\$0.48
9/15/07	\$800	\$0.38
12/15/07	\$600	\$0.29

\* Based on 2,080 hours worked in a year

If the Company is not performing on a 12/15/07 projected completion date or better, there will be no performance bonus that year.

If Company performance drops from one year to the next, the Company will provide employees with an opportunity to recover lost schedule and lost bonus money from the most recent previous year. This recovery of lost schedule will result in a makeup bonus equal to the difference between the most recent previous year and the current years projected completion date bonus. The makeup bonus is only paid when the schedule slips and is subsequently improved in the following year. For example, If the Company is on a 9/15/06 schedule on

December 31, 2000, the bonus will be \$3,000 per employee. If, during calendar year 2001 the schedule slips and the Company is on a 6/15/07 schedule by December 31, 2001, the bonus will drop to \$1,000 per employee. If schedule is recovered during 2002 and the Company improves to working on a 3/15/06 schedule by December 31, 2002, then a makeup bonus of \$2,750 will be paid (\$3,750 minus \$1,000 paid the most recent previous year). In addition, the yearly bonus of \$3,750 would be paid based on the 3/15/06 schedule for a grand total of \$6,500 paid per employee.

The following is an example of the types of annual bonuses which could be paid:

Status Date	Current Projected Closure Schedule	Annual Bonus	Total
December 31, 2000	9/15/06	\$3,000 bonus	\$3,000
December 31, 2001	6/15/07	\$1,000 bonus	\$1,000
December 31, 2002	3/15/06	\$3,750 bonus \$2,750 makeup bonus	\$6,500
December 31, 2003	6/15/06	\$3,300 bonus	\$3,300
December 31, 2004	12/15/05	\$4,200 bonus \$900 makeup bonus	\$5,100

C. Assessment of safety violation bonus reductions will be based upon reported, documented safety violations. The intent of the program is to prevent personnel errors at the individual employee level. Legacy safety issues and/or management errors should not be charged against an



employee. Project Management will determine if an incident was preventable. Using the above factors, Project Management will assess their employees and will reduce an employee's Incentive/Retention Bonus by up to 25% for these safety violations based on the decision of the Project Manager.

D. Improving performance - Employees can help the Company meet its objectives to close the site by December 15, 2005, and in turn meet the employee's objectives of obtaining the largest incentive payment possible through performance in the following areas:

1. Safety, including environmental stewardship, safeguards, and quality assurance. Employees are responsible for their individual safety.
2. Maintaining a clean work environment, following procedures, and safeguarding property impacts the overall ability to perform as a project. In addition to managing each employee's individual environment, employees are encouraged to look outside their arena and propose ideas or raise safety concerns that impact fellow employees and the Company's ability to meet our closure contract goals. (Failure to perform in these areas could significantly impact Kaiser-Hill's ability to reward employees.)

2. Mission accomplishment of critical support, such as efficiency, cost, and schedule.

3. Working smarter by implementing new, innovative ideas that accelerate cleanup and reduce costs will definitely help us move closer to the closure goal.

E. Effective Date: This new incentive plan takes effect January 1, 2001. It will evaluate work performed between January 1 through December 31 each year and will be paid out in February or March of each year. The retention/incentive bonus will be calculated and employees will be advised of the final numbers no later than five working days prior to Christmas of each year.

F. If an employee is laid off or retires, they will receive a pro-rata share of the retention/incentive bonus. Pro-rata is determined by the number of months worked divided by the total months of the year. Partial months will be rounded to the nearest whole month. Employees who quit or who are terminated for cause will not be entitled to a pro-rata share of the bonus.

G. When the Company has completed the following completion criteria, our work at Rocky Flats under our present contract will be done. This incentive plan rewards

employee's efforts to complete the mission within projected cost and schedule goals. The better we, as a team, manage our cost and schedule commitments, the greater our opportunity to be recognized for this outstanding accomplishment. Whether we close in 2005 or 2006, the following scope of work must be completed:

1. All buildings are demolished, except continuing water treatment facilities or other structures with a DOE continuing mission.
2. All individual hazardous substance sites are remediated or dispositioned per the Rocky Flats Cleanup Agreement (RFCA) as of October 1999.
3. All wastes are removed except for some materials that can be left in place, recycled, or used as fill materials.
4. Closure caps are used for the remediation of two old landfills, the 700-Area, and the solar ponds; or these areas are otherwise remediated in accordance with RFCA.
5. Foundations, utilities, or other remaining structures paved roads, and parking lots are covered by at least 3 feet of fill.
6. Surface water onsite meets health standards based on open space use as calculated in the July 1999 surface water action level.

7. Water leaving the site in Woman and Walnut creeks meets the water quality standards set in October 1999 by the Colorado Water Quality Control Commission.

H. In addition to the above incentive program, the Company has the right to issue cash spot bonus payments and/or approved innovation bonuses to employees as determined by the Project Manager.

#### SECTION 12. Wage Increases

The Company agrees to wage increases for all hourly employees as follows:

Effective Date	Dollar Per Hour Increase
Starting date of the first pay period after ratification	\$1.25
Starting date of the first pay period in October 2001	\$1.00
Starting date of the first pay period in October 2002	\$0.50
Starting date of the first pay period in October 2003	\$0.50
Starting date of the first pay period in October 2004	\$0*

\* If the Company is performing on a 12/15/05 projected completion date as of October 1, 2004, there will be a \$0.50 wage increase effective October 1, 2004.

ARTICLE IX  
VACATIONS

SECTION 1. Standard Vacation

- A. An employee is eligible for his/her first vacation after the first anniversary date of his/her employment with the Company, provided that during such period he/she has not been off the active payroll for a period exceeding thirteen (13) weeks. The first vacation of an employee shall be six (6) working days and may be started during the week in which his/her anniversary date falls. Should an employee with six (6) or more months of service be laid off prior to his/her first anniversary date for a period in excess of thirteen (13) weeks, but less than two (2) years, he/she will qualify for his/her first vacation upon his/her return to work after working enough time which when added his/her first period of service, would total twelve (12) months.
- B. Effective on January 1 of each year thereafter an employee is entitled to a total of thirteen (13) working days vacation.
- C. Effective January 1 of each year an employee who has completed or will complete during that year at least ten (10) years of continuous service is entitled to a total of sixteen (16) working days vacation.

- D. Effective January 1 of each year an employee who has completed or will complete during that year at least twenty (20) years of continuous service is entitled to a total of seventeen (17) working days vacation.
- E. Effective January 1 of each year an employee who has completed or will complete during that year at least twenty-five (25) years service is entitled to a total of twenty (20) working days vacation.
- F. No calendar year shall be counted for vacation credits in Paragraphs B, C, and D above unless the employee has worked for the Company at least twenty-six (26) weeks during that year.

ARTICLE IX — VACATIONS

**SECTION 2. Miscellaneous Standard  
Vacation Rules:**

- A. An employee may take his/her first vacation during the calendar year remaining after he/she becomes eligible for such vacation. Subsequent vacations may be taken at anytime after January 1. There will be no cap on the amount of standard vacation carryover allowable from year to year.
- B. Standard vacation must be taken in at least 4-hour increments and may be taken all at one time or spread over the year. In either instance, vacation must be planned well in advance for efficient operation of the department concerned and agreed to by supervision.
- C. An employee who is laid off for lack of work, granted Union Leave under the terms of Article IV, Section 6.C.2, enters military service under the terms of Article VII, Section 15, retires under a Company retirement program, or dies while an active employee, will be paid for any unused standard vacation plus one twelfth of the employee's next standard vacation allotment for each full month he/she worked during the calendar year in which he/she retired or died. Prorated vacation will be rounded to the nearest half day.

ARTICLE IX — VACATIONS

- D. An employee who quits or who is discharged shall be paid for any unused standard vacation, but will not be paid prorated vacation. If reemployed, he/she shall be considered a new employee.
- E. 1. Vacation pay will be computed on an eight (8) hour day at the employee's base rate including shift differentials and other applicable allowances, if any.
2. An employee who takes vacation while working a continuous shift schedule shall receive 42/40 (105 percent) of the amount specified in Paragraph E.1 above.
- F. Once each year an employee who is eligible for vacation pay may draw an advance of five (5) days or more pay, but not more than the number of days vacation to be taken, provided the vacation period equals or exceeds five (5) days. A request for such advance vacation pay must be approved by the employee's supervisor and must be received in the Payroll Department five (5) working days before the effective date of the vacation period.
- G. An employee is not eligible to receive pay in lieu of standard vacation except as specified in Paragraphs C and D above.

## SECTION 3. Merit Vacation

## A. An Employee will earn additional vacation as follows:

1. After five (5) years of continuous employment, a total of five (5) days will be earned.
2. After ten (10) years of continuous employment, a total of ten (10) days will be earned.
3. After fifteen (15) years of continuous employment, a total of fifteen (15) days will be earned.
4. After twenty (20) years of continuous employment, a total of twenty (20) days will be earned.
5. After twenty-five (25) years of continuous employment, a total of twenty-five (25) days will be earned.
6. After thirty (30) years of continuous employment, a total of thirty (30) days will be earned.
7. After thirty-five (35) years of continuous employment, a total of thirty-five (35) days will be earned.
8. After forty (40) years of continuous employment, a total of forty (40) days will be earned.

B. This additional vacation must be taken in at least 4-hour increments. Only scheduled working days are counted as days of vacation. A year will be counted toward continuous employment for merit vacation credits only if the employee works any portion of each week for a total of at least twenty-six (26) weeks during that year.

C. An employee is not eligible to receive pay in lieu of merit vacation. He/She will receive pay for any unused merit vacation if he/she quits the Company with five (5) working days notice; is laid off for lack of work; is retired under the Company's retirement program; is granted a Union Leave under the terms of Article IV, Section 6.C.2; or enters military service under the terms of Article VII, Section 15.A. There will be no cap on the amount of merit vacation carryover allowable from year to year.

D. Prorated merit vacation will be paid when an employee retires under the Company sponsored retirement program or when an employee is laid off for lack of work, dies, is granted a Union Leave under the terms of Article IV, Section 6.C.2; or enters military service under the terms of Article VII, Section 15. Such employee will receive prorated pay for his/her next potential entitlement based on the months

ARTICLE X — HOLIDAYS AND HOLIDAY PAY

served toward such entitlement, rounded to the next high four (4) hours.

ARTICLE X  
HOLIDAYS AND HOLIDAY PAY

SECTION 1. Holidays

The following holidays shall be observed during the term of this Agreement.

2001

New Years Day	January 1, 2001
Good Friday	April 13, 2001
Memorial Day	May 28, 2001
Independence Day	July 4, 2001
Labor Day	September 3, 2001
Thanksgiving	November 22, 2001 November 23, 2001
Christmas	December 25, 2001
Two Personal Holidays	

ARTICLE X — HOLIDAYS AND HOLIDAY PAY

2002

New Years Day	January 1, 2002
Good Friday	March 29, 2002
Memorial Day	May 27, 2002
Independence Day	July 4, 2002
Labor Day	September 2, 2002
Thanksgiving	November 28, 2002 November 29, 2002
Christmas	December 25, 2002
Two Personal Holidays	

2003

New Years Day	January 1, 2003
Good Friday	April 18, 2003
Memorial Day	May 26, 2003
Independence Day	July 4, 2003
Labor Day	September 1, 2003
Thanksgiving	November 27, 2003 November 28, 2003
Christmas	December 25, 2003
Two Personal Holidays	

## ARTICLE X -- HOLIDAYS AND HOLIDAY PAY

<b>2004</b>		1
New Years Day	January 1, 2004	2
		3
Good Friday	April 9, 2004	4
		5
Memorial Day	May 31, 2004	6
		7
Independence Day	July 5, 2004	8
		9
Labor Day	September 6, 2004	10
		11
Thanksgiving	November 25, 2004	12
	November 26, 2004	13
		14
Christmas	December 24, 2004	15
		16
Two Personal Holidays		17
		18
<b>2005</b>		19
New Years Day	December 31, 2004	20
		21
Good Friday	March 25, 2005	22
		23
Memorial Day	May 30, 2005	24
		25
Independence Day	July 4, 2005	26
		27
Labor Day	September 5, 2005	28
		29
Thanksgiving	November 24, 2005	30
	November 25, 2005	31
		32
Christmas	December 26, 2005	33
		34
Two Personal Holidays		35
		36

## ARTICLE X -- HOLIDAYS AND HOLIDAY PAY

<b>2006</b>		1
New Years Day	January 2, 2006	2
		3
Good Friday	April 14, 2006	4
		5
Memorial Day	May 29, 2006	6
		7
Independence Day	July 4, 2006	8
		9
Labor Day	September 4, 2006	10
		11
Thanksgiving	November 23, 2006	12
	November 24, 2006	13
		14
Christmas	December 25, 2006	15
		16
Two Personal Holidays		17
		18
<b>2007</b>		19
New Years Day	January 1, 2007	20
		21
<b>SECTION 2. Holiday Pay</b>		22
		23
A. An employee shall be paid eight (8) hours		24
pay at his/her base rate including shift		25
differentials and other applicable		26
allowances, if any, for the holidays listed in		27
Section 1 of this Article, except as		28
provided in Section 3 of this Article and		29
the special schedule agreements.		30
		31
B. In addition to Holiday Pay specified in		32
Paragraph A above, one and one-half		33
times the base rate plus applicable		34
allowances shall be paid for all work		35
performed during the employee's regular		36

ARTICLE X — HOLIDAYS AND HOLIDAY PAY

shift during the hours of the holidays and  
two and one-half times the base rate plus  
applicable allowances for all hours worked  
outside the employee's regularly  
scheduled shift during the hours of the  
holidays as listed in Section 1 of this  
Article.

- C. When an employee who is eligible for  
Holiday Pay is called in to work on a  
holiday, he/she shall be paid as specified  
in Paragraph A above; and in addition  
shall be guaranteed four (4) hours pay at  
his/her regular rate or shall be paid as  
specified in Paragraph B above,  
whichever is greater.

SECTION 3. Miscellaneous Holiday  
Provisions

- A. An employee drawing Weekly Sickness  
and Accident benefits will receive holiday  
pay for the holidays amounting to the  
difference between his/her daily Sickness  
and Accident benefit and eight (8) hours at  
his/her base rate including shift  
differentials and other applicable  
allowances, if any during the first eight  
(8) weeks of Weekly Sickness and  
Accident benefit period. When a holiday  
falls during an employee's waiting period,  
payment for such holiday will not be  
subtracted from the employee's  
accumulated sick leave benefit hours, and  
such holiday will be counted as the waiting  
day.

ARTICLE X — HOLIDAYS AND HOLIDAY PAY

- B. To receive pay for the holidays not  
worked, an employee must work his/her  
last scheduled workday preceding the  
holiday and his/her first scheduled  
workday following the holiday, unless  
he/she was excused by supervision prior  
to the holiday or unless he/she was taking  
a pre-arranged vacation.

- C. If the Labor Relations Manager  
determined that an employee, due to  
circumstances beyond his/her control, was  
absent the day immediately preceding or  
the day immediately following a holiday  
without previously having obtained  
permission, the employee shall receive  
Holiday Pay.

- D. A Personal Holiday may be taken any time  
during the calendar year, but is subject to  
prior arrangement and approval of  
supervision. An employee hired between  
January 1 and June 30 will earn two (2)  
Personal Holidays in the year of his/her  
hire. An employee hired between July 1  
and September 30 will earn one Personal  
Holiday in the year of his/her hire. An  
employee hired on or after October 1 will  
not earn Personal Holidays in the year of  
his/her hire. An employee will receive pay  
for any unused personal holiday if he/she  
is laid off, retires, totally and permanently  
disabled, or to his/her beneficiary upon  
death, at his/her regular rate of pay.



ARTICLE XI — PENSION, GROUP INSURANCE PLANS, AND 401K/SAVINGS PLAN

ARTICLE XI  
PENSION, GROUP INSURANCE PLANS,  
AND 401K/SAVINGS PLAN

SECTION 1. Pension and Group Insurance Plans

The parties have provided for a pension plan and a program of insurance benefits by supplementary agreement signed by the parties simultaneously with the execution of this Agreement. These supplementary agreements are a part of this Agreement as if set out in full therein.

SECTION 2. 401K/Savings Plan

The Company will provide an administered Savings Plan meeting all IRS requirements including Section 401K. The Plan will be available to all active hourly Production and Maintenance employees as of their hire date or anytime thereafter. Employee contributions will be in even percentages of base pay up to 14% beginning January 1, 1996. Funds will be invested by the Company. This plan must include hold harmless provisions for the Company and will not be subject to the grievance/arbitration provisions of the Labor Agreement.

Effective January 1, 2001 the Company will match 50% of the first 4% base wage for employees who have completed one full year of service. This match applies to pre-tax and/or after tax monies that employees

ARTICLE XII — GRIEVANCES

1 contribute to the Plan as discussed in the  
2 Memorandum of Agreement at the back of the  
3 contract.

5 SECTION 3. 125C Plan.

7 Implement plan identical to the plan currently  
8 in place for the salaried employees to become  
9 effective January 1, 1998 for active hourly  
10 employees.

ARTICLE XII  
GRIEVANCES

15 SECTION 1. Intent and General Provisions

17 A. It is the intent of this Article to establish  
18 means by which grievances may be  
19 promptly addressed by the immediate  
20 supervisor of the employee. A grievance  
21 shall be defined as an alleged violation of  
22 a specific contract provision.

24 B. Problems not involving alleged violations  
25 of the contract may be referred by the  
26 Company or the Union directly to a  
27 Miscellaneous Plant Problems Meeting. If  
28 such a problem is not satisfactorily  
29 resolved as a result of the Miscellaneous  
30 Plant Problems Meeting, the Union may  
31 request a response from the Manager of  
32 Labor Relations, who will respond to the  
33 Union in writing within ten (10) working  
34 days. The Union may refer the problem to  
35 the grievance procedure by notifying the  
36 Labor Relations Department in writing.

ARTICLE XII — GRIEVANCES

- within five (5) days after receipt of the Company's written response provided the issue has been brought to the attention of the Company within twenty (20) working days after the facts are known. If processed as a grievance, it will not be subject to the arbitration provisions of this Agreement unless it meets the requirements stated in Article XIII, Section 1-A.
- C. The Company shall consider, but is not obligated to process grievances that are not presented in writing to the employee's immediate supervisor within twenty (20) working days after the facts or circumstances are known to the employee or the Union.
- D. The time limits specified in this Article are workdays, exclusive of Saturdays, Sundays, and holidays. If a grievance is not appealed to the next higher step within time limits set forth, it is considered settled on the basis of the last Company answer.
- E. By mutual written agreement of the Manager of Labor Relations for the Company and the President of the Local for the Union, the time limits specified in Section 2 of this Article may be extended.
- F. In grievances with two or more aggrieved employees, the Union shall designate one of the aggrieved employees for attendance at Informal Step and grievance

ARTICLE XII — GRIEVANCES

- meetings to represent all of the aggrieved employees signing the grievance. Upon request the Labor Relations Manager will approve attendance of those employees necessary to process the grievances. Grievances involving the same issue will be combined for processing with separate fact sheets, if necessary. Union grievances will be filed with the Labor Relations Department at the grievance meeting level.
- G. It is agreed that designated Company and Union representatives shall have the power to jointly adjust any grievance and any difference that might arise out of the terms, applications, or interpretations of this Agreement.
- H. Grievance settlements reached at the Informal Step of the procedure shall not be precedent setting and shall be without prejudice to the position of either party. However, such settlements shall not be in conflict with this Agreement.
- I. The settlement of any complaint or grievance relating to the pay of an employee shall be retroactive to a date agreed to by the designated Company and Union representatives. However, except in cases of Undisputed Error, Article VIII, Section 9, the date shall not be earlier than the date the written grievance was presented to supervision. The Labor Relations Department must approve all

ARTICLE XII — GRIEVANCES

monetary grievance settlements prior to  
payment.

**SECTION 2: Grievance Procedure**

**A. Grievance Procedure Administration**

The parties agree on the disclosure of  
facts at all steps of the grievance  
procedure and arbitration as soon as they  
become known to the Company or the  
Local Union or International Union. In  
order to insure that grievances are  
considered and adjusted in a timely  
manner, the Company will prepare and  
forward to the Local Union at least one (1)  
business day in advance, the schedule for  
grievances which have been elevated to  
be considered at grievance meetings the  
following week. If the Union disagrees  
with the schedule, they will notify the  
Company. The Company will make every  
effort to make the changes. The  
Company will provide written answers to  
the grievances considered within the time  
limits specified or request an extension as  
provided for in Section 1E of this Article.

**B. Informal Step**

Both the Company and the Union agree  
that the employee will first discuss his/her  
complaint with his/her immediate  
supervisor in order to give the supervisor a  
reasonable opportunity to resolve the  
problem. If, during the course of this

ARTICLE XII — GRIEVANCES

discussion, either the employee or  
supervisor deems it desirable, the steward  
will be called in. A supervisor and steward  
shall have authority to resolve the  
grievance in accordance with Article XII,  
Section 1, Paragraph H and I above.

If the complaint is not satisfactorily  
adjusted as a result of the informal  
discussion, the employee shall identify  
his/her complaint as a grievance in writing  
to his/her supervisor immediately, if  
possible, and in any event within one (1)  
day.

The supervisor shall, within two (2) days  
after receipt of the written grievance, give  
a written statement of his/her position on  
the grievance to the employee and the  
steward. The Union Committee person will  
investigate and discuss the grievance on  
an informal basis with a Labor Relations  
Representative before the grievance is  
appealed to the grievance meeting. The  
representatives shall investigate and  
review all evidence and testimony bearing  
on the case and shall attempt to arrive at a  
satisfactory settlement. All evidence or  
testimony bearing on the case shall be  
available to both the Company and Union  
representatives for their collective or  
individual consideration. If the proposed  
resolution is not acceptable, the Union  
may refer the grievance to the grievance  
meeting by notifying the Labor Relations  
Department in writing at any time within

ten (10) days after receipt of the supervisor's answer. The Union will assign a grievance number at time of appeal. A Union grievance will be filed with the Labor Relations Department. Settlements arrived at by the Committee person and the Labor Relations Representative will be in writing and will be precedent setting unless otherwise mutually agreed upon.

#### C. Grievance Meeting(s)

A meeting shall be held on Wednesday and Thursday of each week (a third day by mutual agreement) to consider all grievances scheduled the previous week. A meeting may be held on the grievant's shift by mutual agreement. Such meeting will include the Labor Relations Representative and the Union Committee person, and may include additional committee members, the steward, grievant, immediate supervisor and his/her manager as necessary. The steward and grievant will be paid for the time spent in meetings, charged to Code 22. Other individuals may attend the meeting if either party deems it necessary to provide additional data not discovered in earlier steps of the procedure. The parties shall review all available evidence bearing on the problem and all pertinent testimony. Both parties shall give careful consideration to any proposals of settlement by either party; if a mutually

accepted solution is developed, the grievance shall be deemed resolved; and the resolution shall be reduced to writing. If all the necessary and reasonable information is not available, either party may adjourn the discussion of that grievance, and the grievance will be rescheduled. If the information is not provided, the Union may appeal or take other action to obtain the information. If the grievance is not resolved at the meeting, the Labor Relations Representative will provide a written disposition of the grievance to the Union Committee persons, the President of the Local Union, and to the designated representative of the International Union within ten (10) days after the meeting. Within fifteen (15) days of receipt of the Company position, the Union may appeal the grievance to Expedited or Formal Arbitration.

The Labor Relations Manager and International Staff Representative will review individual grievances prior to expedited or formal arbitration. Either party may have others present at such discussion.

#### D. Expedited Arbitration Procedure

The following expedited arbitration procedure will promote the efficient handling of grievances. Either party can request to elevate a grievance not

ARTICLE XII — GRIEVANCES

resolved in the grievance procedure. Any grievance that cannot be resolved within the grievance procedure, upon mutual consent by the Company and the Union, will be scheduled for expedited arbitration.

1.a A panel of arbitrators, which is sufficient in number and has been agreed upon by both parties shall be designated so as to ensure the intended operation of this procedure. The expenses and fees of the arbitrator shall be borne equally by the Company and the Local Union.

1.b Upon receipt of the grievance answer the parties will have fifteen (15) days in which to elevate the grievance to expedited arbitration. The Labor Relations Manager and the International Staff Representative of the International Union, or their respective delegates will meet to mutually decide whether to submit the grievance to expedited arbitration. Both parties must agree before a grievance can be submitted to expedited arbitration. If agreement is not reached within fifteen (15) days, the grievance will be referred to formal arbitration per Article XII, Section 2.

1.c As soon as it is determined that a grievance is to be processed under

ARTICLE XII — GRIEVANCES

this procedure, the designated arbitrator shall be notified. The designated arbitrator is that member of the panel who, pursuant to a rotation system, is scheduled for the next arbitration hearing.

Immediately upon such notification, the parties shall arrange a place and date for the hearing to take place not more than fifteen (15) days thereafter. If the designated arbitrator is not available to conduct a hearing within the fifteen (15) days, the next panel member in rotation shall be notified until an available arbitrator is obtained.

2. The hearings shall be conducted in accordance with the following:

- a. The hearing shall be informal.
- b. No briefs shall be filed or transcripts made.
- c. There shall be no formal evidence rules.
- d. Each party's case shall be presented by the respective representatives of the Local Union Grievance/Negotiating Committee and the Company Labor Relations staff, respectively. Neither side will have attorneys present at expedited arbitration hearings.

ARTICLE XIII — ARBITRATION

- e. The arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
3. The arbitrator shall issue a decision no later than seventy-two (72) hours after the conclusion of the hearing (excluding Saturdays, Sundays, and holidays). His/Her decision shall be based on the records developed by the parties at the hearings and shall include a written explanation of the basis for his/her conclusion. These decisions shall not be cited as a precedent in any discussion of grievances at any step of the grievance or arbitration procedure. The decision of the arbitrator shall be final and binding relating to the specific grievance.

ARTICLE XIII  
ARBITRATION

SECTION 1. Arbitration Issues

- A. Only grievances involving a disciplinary layoff, discharge, or application of any provision of this Agreement which has not been satisfactorily settled under the Grievance Procedure shall be submitted to an arbitrator.
- B. The Labor Relations Director or his/her designee and the International Staff Representative, or his/her designee shall jointly select a permanent panel of five (5)

ARTICLE XIII — ARBITRATION

- Arbitrators from which an Arbitrator will be selected by the parties to hear grievances elevated to arbitration under Article XII, Section 2, Paragraph C.
- Members of the panel shall be selected for the duration of this agreement and may be renewed upon mutual agreement of the Company and Union. During the term of service, either party may notify the other of the unacceptability of a member of the panel. Within three months of such notification, the parties shall mutually select a replacement arbitrator.
- If the Union desires arbitration, it shall notify the Company in writing within fifteen (15) working days after the date of the Company's written grievance answer from the meeting. Thereupon, within thirty (30) calendar days of such notification, the designated representative of the International Union will meet with the Labor Relations Director or his/her designated representative to select an arbitrator from the above referenced panel and attempt to establish a hearing date; otherwise the grievance will be considered dropped without prejudice. Prior to the arbitration hearing the parties will attempt to agree upon a statement of the issue to be submitted to arbitration. If the parties are unable to agree as to the issue, the issue shall be determined by the arbitrator. The parties will select arbitrators on a case-by-case basis, using an equal

rotation system. However, suspension or discharge cases will be heard by the next arbitrator with the earliest open available date. The Company and the Union agree to hear the case on the date made available by the arbitrator. Arbitrator's decisions in suspension or discharge cases must be written within thirty (30) calendar days of the hearing or within thirty (30) calendar days of submission of post-hearing briefs, if any, whichever is later.

C. Time limits specified in this Section may be extended by mutual agreement of the parties.

## SECTION 2. Selection of an Arbitrator

The selection of an arbitrator shall be agreed upon by the Company and the Union, but in the event that the parties are unable to agree upon an individual, it is agreed that the Federal Mediation and Conciliation Service shall be requested to submit a list of seven impartial arbitrators. The appointees of the Company and the Union shall meet and shall alternately strike a name from the list until only one name remains on the list. The name remaining shall then be declared the Arbitrator. The Arbitrator shall be notified and a hearing date established.

## SECTION 3: Decision of Arbitrator

A. The written decision of the Arbitrator shall be final and binding upon the parties to this Agreement. If the question of arbitrability is raised by either party, the Arbitrator selected to hear the grievance shall first render a decision on this question.

B. It is understood and agreed between the parties that the Arbitrator shall render his/her decision solely on the issue determined under the provisions of Paragraph B, Section 1 of this Article, and he/she shall have no power to add to, subtract from, or modify any of the terms of this Agreement. Any decision shall be complied with without undue delay after the decision is rendered.

## SECTION 4. Arbitration Expenses

A. The expenses of the Arbitrator including the hearing room, transcript if any, and any other relevant agreed expenses shall be shared equally between the Company and the Union.

B. Cancellation fees:

1. Arbitration cases settled prior to the hearings, resulting in cancellation fees, said cancellation fees will be paid equally by the Company and the Union.

2. When the arbitrator is notified at least 72 hours prior to a hearing of the cancellation of the hearing, any cancellation fee imposed on the parties will be paid equally by the Company and the Union.
3. When the arbitrator is notified less than 72 hours prior to the hearing of the cancellation of the hearing, cancellation fees imposed on the parties will be paid entirely by the canceling party.

# ARTICLE XIV GENERAL PROVISIONS

## SECTION 1. Company Rules and Regulations

The Company shall have the right to make and enforce reasonable rules and regulations consistent with the terms and conditions of this Agreement, and a copy of said rules and regulations, when issued, shall be furnished to the Union and all employees.

## SECTION 2. Union Bulletin Boards

Glass encased, locking bulletin boards will be provided by the Company for the purpose of posting Union notices. Only an authorized Union Representative will post or remove items from the Union Bulletin Boards. Union notices will generally pertain to Union meetings, Union appointments, Union

- elections, and Union social affairs. Union notices will also be posted in reference to periodicals, bulletins, and books on Union affairs. The Union may post other notices concerning Union affairs, excluding political notices or solicitations. All such notices shall be subject to approval by the Labor Relations Manager prior to posting.

## SECTION 3. Discipline, Suspension, and Discharge

- A. Any employee who is being disciplined may request his/her steward and the steward will be sent for. When practical, employees to be given disciplinary time off without pay will be notified of this fact no later than one (1) hour before the end of their shift.

If an employee is given disciplinary time off, he/she shall be given the opportunity, upon his/her request, to present his/her problem to his/her steward, preferably before leaving the area, and in any event before leaving the Site.

In all cases in which management may conclude that an employee's conduct justifies suspension, the supervisor shall discuss the matter with the steward.

The supervisor will decide within two (2) working days whether the employee's suspension will be revoked, extended, or converted into a discharge.



# ARTICLE IV - GENERAL PROVISIONS

When practical, employees to be discharged will be notified of this fact no later than one (1) hour before the end of their shift.

If any employee is discharged, he/she shall be given the opportunity upon his/her request to present his/her problem to his/her appropriate Union representative as provided in this Article, preferably before leaving the area and in any event before leaving the Site.

Time spent by a discharged employee in presenting a problem to his/her appropriate representative will not be paid for by the Company.

If the employee feels that he/she has been unjustly disciplined, he/she may file a grievance and the processing of the grievance will be expedited. Grievances protesting discharge will be initiated at the grievance meeting.

In all cases of discharge or of suspension for any period of time, a copy of the discharge or suspension notice and reasons for the discipline shall promptly be provided to the President of the Union.

## SECTION 4. Skilled Craft Apprenticeship Programs

The Company, at its discretion, may make available indentured apprenticeship programs

# ARTICLE IV - GENERAL PROVISIONS

for the skilled crafts at the Rocky Flats Site. When apprenticeship programs are established, apprentices shall be indentured and their conditions of employment shall be governed by the terms of this Agreement and by standards established by the Joint Rocky Flats Administrative Apprenticeship Committee, in cooperation with the Federal Committee on Apprenticeship. The Company may discontinue any or all portions of these programs for any reason upon written notification to the Chairman of the Union Committee.

Any changes or modifications to these programs which are in conflict with any of the terms of this Agreement can only be made by mutual agreement of the Company and Union Bargaining Committees.

## SECTION 5. Training

A. As soon after implementation of this Agreement as practical the parties will do the following:

1. Establish a committee of six (6) members comprised of three (3) representatives of management and three (3) representatives of Local 8031 to be selected, respectively, by Kaiser-Hill management and the Local Union President. This committee will be titled the "Training Review Committee." It will be the charter of the Training Review Committee to review and

ARTICLE XIV — GENERAL PROVISIONS

- 1 provide input to hourly employee  
2 training programs as developed by  
3 Kaiser-Hill management.  
4  
5  
6 2. In developing the training programs,  
7 the Company will accept input from  
8 the Union on the selection of hourly  
9 Subject Matter Experts (SME's).  
10  
11 3. Hourly employees will be utilized as  
12 instructors in the training program  
13 where appropriate.  
14  
15 B. The Company shall have the right to  
16 establish minimum competency skills, job  
17 duties, and responsibilities, and training  
18 requirements for all existing job  
19 assignments and to determine whether  
20 employees currently holding those jobs  
21 meet those requirements. The Company  
22 agrees to establish a program to assist  
23 employees who do not meet the minimum  
24 requirements of their job to acquire the  
25 necessary competency, skills and training.  
26 Employees who do not meet the minimum  
27 qualifications and performance  
28 requirements (i.e. skill competency  
29 training) of the job assignment in a  
30 reasonable period of time, will be  
31 reassigned in accordance with the layoff  
32 procedures outlined in Article IV, Sections  
33 11, 12, and 13, of the collective bargaining  
34 agreement.  
35  
36 C. The Company expects all employees,  
unless otherwise excused, to attend

ARTICLE XIV — GENERAL PROVISIONS

1 training courses as scheduled by  
2 management, and late arrival, no shows,  
3 or unacceptable behavior at such training  
4 courses will not be tolerated and will be  
5 considered as a violation of Standards of  
6 Conduct.  
7

8 SECTION 6. Career Assistance

- 9  
10 A. The Company recognizes the value of  
11 providing career assistance to employees  
12 as the Site progresses toward closure. As  
13 a result, the Company will provide for  
14 career assistance to employees as  
15 follows:  
16  
17 1. Employees will have full access to the  
18 Site Career Transition Center located  
19 in Bldg. 060. The Career Transition  
20 Center staff is available to help  
21 employees obtain the information and  
22 resources they need to make the  
23 transition to life after Rocky Flats. Up-  
24 to-the-minute advice about resumes,  
25 interviewing and potential employers  
26 is just one of the services they  
27 provide. Employees can use the  
28 computer lab, view job postings, try  
29 out the phone bank or participate in  
30 one of the workshops offered.  
31  
32 2. The Company offers increased  
33 flexibility with regard to the education  
34 reimbursement program to allow for  
35 education and retraining in areas not  
36 related to RFETS work. Employees

ARTICLE XIV — GENERAL PROVISIONS

may be reimbursed for education and vocational tuition costs up to a maximum reimbursement of \$3,500 per fiscal year for education and training costs which management has determined will assist them in their present position or increase the employee's employability and market skills for positions after their work is completed at Rocky Flats. Employees seeking such assistance must comply with the provisions of the education reimbursement policy, HR 5.5 in the Kaiser-Hill Human Resources Manual.

B. The Company recognizes that as the Site progresses toward closure there may come a time when positions available for Building Trades employees outnumber positions available for Steelworker employees. If and when this occurs, the Company agrees to provide retraining assistance to Steelworker employees who would like to transition into positions with the Building Trades. This retraining assistance will be in accordance with the education reimbursement policy, HR 5.5 in the Kaiser-Hill Human Resources Manual. The Company will consider additional training over and above that provided for in HR 5.5 on a case-by-case basis, and, upon written request of the Union. However, the final determination on additional retraining allowances will be made at the sole discretion of the Company; and these determinations are

ARTICLE XIV — GENERAL PROVISIONS

not subject to the grievance or arbitration procedures.

C. In addition, the Company agrees to provide retraining assistance to Steelworker employees who would like to transition to other companies where Steelworkers are employed. This retraining assistance will be in accordance with the education reimbursement policy, HR 5.5 in the Kaiser-Hill Human Resources Manual. The Company will consider additional training over and above that provided for in HR 5.5 on a case-by-case basis, and upon written request of the Union. However, the final determination on additional retraining allowances will be made at the sole discretion of the Company, and these determinations are not subject to the grievance or arbitration procedures.

SECTION 7. Crew Leaders

Crew Leader positions shall be filled at the discretion of the Company. Crew Leaders will be members of the Bargaining Unit, who have achieved the job rate for their classification. Selection will be made on the basis of the employee from the classification within the department in which he/she is working who is deemed by supervision to be the most qualified to lead the crew. Seniority shall be one of the factors involved in the selection. When a Crew Leader is absent one full working day or longer, and another person is

ARTICLE XIV — GENERAL PROVISIONS

directed by department supervision to assume the Crew Leader's duties, he/she will receive the rate of pay of the Crew Leader.

A Crew Leader is a worker who takes the lead in a team or group, usually small in number, including himself/herself, performing all the duties of the other workers in the group. His/Her directive functions are identical to the bargaining unit duties he/she performs. Duties include directing and instructing members of the crew, as well as doing specifically assigned duties such as keeping records, controlling processes or projects in a manner outlined by supervision. It also includes taking reasonable steps at all times to maintain good housekeeping practices and adequate safety precautions. The Crew Leader is responsible for his/her own work and the coordinating and balancing of work of the crew he/she is leading. It is his/her function to endeavor to meet supervision's requirements as pertains to quality and quantity of production and upon failing to do so, he/she should contact supervision.

A Crew Leader does not have the authority to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees or to adjust their grievances, or effectively to recommend such actions.

**SECTION 8. Site Productivity and Employment Security**

The following understanding has been agreed to regarding Employment Security and Site Productivity Matters:

ARTICLE XIV — GENERAL PROVISIONS

A. The Company and the Union are concerned that the future of the Company in terms of employment security and cost effective operations rests heavily on the ability of the parties to achieve high productivity trends on current business which can in turn be utilized as a basis for attracting new business opportunities. The Local Union President and Plant Management will meet to discuss such matters upon request of either party.

B. The Company recognizes the overriding importance of safety, and to demonstrate this, the Company will make a \$100,000 one time payment to National Jewish Hospital for research into respiratory ailments. In addition, the Company will fund an independent annual assessment to verify that safety is recognized as our first and most fundamental priority. After results are reviewed annually, if it is determined that safety was at an acceptable level, the Company will make a \$100,000 contribution to National Jewish Hospital for research into respiratory ailments. If the results determine that safety was not valued over production, the Company will self impose an assessment of \$250,000 which will also be contributed to National Jewish Hospital for research into respiratory ailments. This process will be followed every year of the Collective Bargaining Agreement.

### SECTION 9. Protective Clothing and Equipment

When in the judgment of the Company protective clothing and equipment are necessary in certain areas of the Site for the health and safety of employees or for the protection of equipment or product, the Company will provide such protective clothing and equipment to be worn in areas designated by the Company.

The Company agrees during the life of this Contract not to change the present policy of supplying protective clothing and safety equipment to employees working with radioactive materials.

It is recognized that changes in the work situation may change the requirements for protective clothing and equipment. The Company may discontinue the use of such clothing and equipment in any area when it is no longer required to protect the health and safety of the employee or for the protection of equipment or product.

### SECTION 10. Medical Examinations

A. If the Company has reason to believe an employee is under the influence of alcohol or drugs, thereby violating the plant Standards of Conduct, that employee may be directed to report to the Company's Medical Department for a drug/alcohol evaluation. Once management has

determined an employee may be under the influence of alcohol or drugs, the employee will have thirty (30) minutes to report to the Medical Department. Failure to report within thirty (30) minutes or in a timely manner that working conditions allow but not to exceed sixty (60) minutes, may lead to disciplinary actions up to and including termination.

B. An applicant for employment, before being hired, must meet certain minimum standards of health and physical fitness as determined by medical examination. The examination will be given by a licensed physician designated by the Company.

C. Periodic medical examinations may be offered or required to aid an employee to improve his/her health or to enable the Company to guard the health of its employees.

D. An employee, upon request, shall have the opportunity of discussing the results of his/her medical examination and his/her complete radiation exposure records with the Company physician and/or a Health Physics representative. Upon the employee's request, this information will be made available to his/her personal physician. All medical records, reports and/or charges shall be subject to the same strict standards of confidentiality of patient's records as do those in the accepted doctor/patient relationship.

ARTICLE XIV — GENERAL PROVISIONS

Upon written request, all copies of medical records will be provided within fifteen (15) days to current and retired employees at no cost.

E. Should a dispute arise between the Company's authorized physician and the employee's personal physician as to the employee's ability to perform work for the Company, the diagnosis of the employee's condition, or a medical restriction, an action may be initiated by the President of the Local Union with the Labor Relations Director.

F. If, after thorough examination of the problem by the President of the Local Union and the Labor Relations Director, the issue is not resolved; the Company's authorized physician and the employee's personal physician shall exchange any pertinent medical information within ten (10) days of the date the problem was initiated.

G. If, after the exchange of X-rays and reports, a dispute still exists regarding the employee's current medical condition, the issue of the determinations made by either physician may be presented to an impartial medical arbitrator selected by mutual agreement of the parties in accordance with the following:

1. Within two (2) weeks after the exchange of X-rays and reports or

ARTICLE XIV — GENERAL PROVISIONS

within two (2) weeks following the reference of the grievance to the designated representative of the International Union and the Labor Relations Director, all X-rays and reports, if any, shall be forwarded to the medical arbitrator.

2. Within two (2) weeks thereafter, the medical arbitrator shall conduct whatever examination of such employee he/she deems necessary and appropriate and meet with the two physicians and any medical experts either wishes to have appear to discuss his/her findings.
3. Within two (2) weeks thereafter, the medical arbitrator shall submit to the Company and the Union his/her written determination as to whether or not the diagnosis of the Company's physician is correct.
4. Any of the time limits provided herein may be extended by mutual agreement of the parties.
5. The charges and expenses of the medical arbitrator shall be borne equally by those parties.
6. The determination of the medical arbitrator shall be final and binding on the parties and the employee involved.

If the diagnosis of the Company's physician, which is the basis of the medical restriction, is determined to be incorrect, the employee shall be compensated for all lost wages from the date, on or after the beginning of the ten (10) day period referred to above, when considering the correct diagnosis, the employee was first physically capable of performing his/her job and was entitled to such job in accordance with the provisions of Article IV.

#### SECTION 11. Radiation Records

In accordance with the U. S. Department of Energy's Radiation Protection Standards, the Company will:

- A. Advise an employee, upon his/her written request, of his/her occupational radiation exposure as indicated in the exposure record.
- B. Notify an employee immediately of any radiation exposure he/she has received which exceeds the limits specified by DOE's standards.
- C. Provide an employee or retiree upon his/her request or within twenty (20) days after termination, at no cost, a written summary of his/her cumulative recorded occupational radiation exposures received during the period of his/her employment with the Company.

#### SECTION 12. Hazardous and Toxic Materials - Records/Training

As standards are developed and implemented, and the technology for measurement becomes accessible, the Company will notify an employee at such time as it becomes aware of any hazardous and/or toxic material exposure the employee has received which exceeds the limits specified by DOE standards. Additionally, the Company will provide training to employees whose job assignment and responsibilities are directly related to hazardous/toxic materials.

#### SECTION 13. Safety

- A. The Company recognizes the value of participation of the employees and the Union in a sound Safety Program. The employees and the Union will be encouraged by supervision to participate in safety inspections and safety meetings, and to alert fellow employees and supervision of any hazards or unsafe conditions. An employee will not be required to perform work on an operation which he/she reasonably believes to be an immediate threat to his/her health or safety.
- B. The Company and Union have agreed to the establishment of a Joint Safety Committee. Health and safety problems which the Joint Safety Committee is authorized to deal with are not subject to

the grievance and arbitration procedures. 1  
The Joint Safety Committee will 2  
periodically conduct joint safety 3  
inspections. Either co-chairperson may 4  
convene a meeting of the full committee 5  
as needed, but at least quarterly. 6

### C. Joint Company/Union Safety Committee 7

1. The Joint Company/Union Safety 8  
Committee is comprised of four (4) 9  
Company members four (4) Union 10  
members plus two (2) alternates, 11  
including one Company co- 12  
chairperson and one Union co- 13  
chairperson. Additional members may 14  
be added when deemed necessary by 15  
the co-chairpersons. The alternates 16  
will be utilized only when permanent 17  
members are out of the Site due to 18  
illness or vacation and when it is 19  
necessary to fill the vacancy or when 20  
circumstances require the assistance 21  
of the alternates. Alternates will only 22  
be utilized upon agreement of the 23  
Company and Union co-chairpersons. 24  
The Company co-chairperson will be 25  
responsible for contacting the 26  
appropriate management when an 27  
alternate is to be utilized as a 28  
temporary safety committee member. 29

2. The Committee is authorized to deal 30  
with health and safety problems at 31  
Rocky Flats. The Committee will 32  
establish procedures to ensure the 33

prompt consideration of health and 1  
safety problems brought to its 2  
attention. 3

3. An employee with a health or safety 4  
problem will first bring the problem to 5  
the attention of his/her supervisor. If 6  
the problem is not resolved, the 7  
employee will define the concern in 8  
writing and submit it to his/her 9  
supervisor and steward for resolution. 10  
Supervision will submit, within five (5) 11  
working days, a written response to 12  
the employee. 13

4. If the employee is not satisfied after 14  
bringing the problem to the attention 15  
of the supervisor and steward, the 16  
Company co-chairperson and the 17  
Union co-chairperson may appoint 18  
himself/herself, but the size of the 19  
subcommittee will be limited to two. 20  
Either party of the subcommittee may 21  
request that a Company Safety 22  
Engineer be brought in for 23  
consultation. 24

5. Investigation and inspection, if any, 25  
shall be made jointly, not separately, 26  
by the subcommittee. Any information 27  
which might assist the subcommittee 28  
to determine whether or not a health 29  
or safety hazard exists will be supplied 30  
by the Company. Implementation of 31  
resolutions will be audited regularly by 32  
the joint committee. (See Letter of 33



#### ARTICLE XIV -- GENERAL PROVISIONS

- Understanding on Accident Investigation.)
6. If the subcommittee cannot resolve the problem, the co-chairpersons will meet with the Vice President of the affected area, along with the members of the subcommittee assigned to the investigation in an attempt to find a solution to the problem. In the event a solution cannot be reached, or the problem concerns more than one area under the jurisdiction of several Vice President's, then the concern will be brought to the attention of the Executive Vice President for solution.
7. Issues remaining unresolved after the above steps have been followed will be presented to the Kaiser-Hill Rocky Flats President for resolution. He/She will respond to the concern in writing within seven (7) days.
8. If the Union objects in writing to the President's decision within seven (7) calendar days, the Company will submit within seven (7) calendar days thereafter a written report including a statement of the issue, the President's decision, and a verbatim copy of the Union's objections to the DOE Contracting Officer as one of the reports provided for in the Occupational Safety and Health Protection for DOE Contractor

#### ARTICLE XV -- STRIKES AND LOCKOUTS

- Employees at Government Owned Contractor Operated Facilities. The Contracting Officer may investigate and issue any regulations or requirements he/she deems appropriate. The Company will promptly furnish the Union a verbatim copy of the Contracting Officer's response.
9. A Joint Company/Union Safety Committee Concern Form will be developed and mutually agreed to by the committee and available to all employees.
- D. A Union safety committeeman shall be a member of any committee that the Company institutes to investigate a health or safety related incident. Additionally, the Company will evaluate and provide appropriate safety training to all committee members.

#### ARTICLE XV STRIKES AND LOCKOUTS

- Both the Company and the Union agree that continuity of operations is of the utmost importance to the Company's operation of the Department of Energy's Rocky Flats Site. Therefore, the Union and the Company agree that there will be no strikes, lockouts, work stoppages, illegal picket lines, slow downs, or secondary boycotts during the term of this

ARTICLE XVI — DOE ORDERS AND DIRECTIVES/CURTAILMENT CESSATION OF OPERATIONS

Agreement. Violation of this provision shall be considered cause for discharge.

ARTICLE XVI  
DOE ORDERS AND  
DIRECTIVES/CURTAILMENT  
CESSATION OF OPERATIONS

It is understood and agreed that the Contractor's operations involved herein are subject to its contract with the Department of Energy and the Orders and Directives of said Department, and it is agreed that should any National Security, Safety, or Health Orders and Directives of the DOE conflict with any of the provisions of this Agreement, the parties shall meet and confer in an effort to resolve the conflict.

The new mandated Company Policy and Procedure on use and abuse of drugs and alcohol (Workplace Substance Abuse Program) is incorporated into this Agreement by reference.

ARTICLE XVII  
ALTERNATE WORK SCHEDULES

If the need arises the Employer may implement an alternate work schedule as described herein:

SECTION 1. Four Day Work Week Schedule

A four day work week consisting of four (4) consecutive days of ten (10) hour shifts. The

ARTICLE XVII — ALTERNATE WORK SCHEDULES

ten (10) hour shifts will be exclusive of a 1/2 hour unpaid meal period. On a four (4) day work week all hours worked in excess of ten (10) hours will be paid at 1 1/2 times the rate of pay, and all hours worked on the first or second scheduled day off will be paid at 1 1/2 times the rate of pay. All hours worked on the third scheduled day off during a four (4) day schedule will be paid at two (2) times the rate of pay.

SECTION 2. 9/80 Work Week Schedule

With this schedule, employees work a total of eighty (80) hours in a two (2) week period. During week one, employees work four nine-hour days and one eight-hour day. During week two, employees work four (4) nine (9) hour days with one (1) day off (36 hours). Hours worked on a daily basis in excess of these hours will be paid at 1 1/2 the rate of pay, and all hours worked on the first or second scheduled day off will be paid at 1 1/2 times the rate of pay. All hours worked on the third scheduled day off will be paid at two (2) times the rate of pay. These hours are exclusive of a 1/2 hour lunch period.

Prior to implementation of either of the above alternate work schedules, the Company and Local Union 8031 will meet to discuss methods of pay, scheduling and structure of either of the alternate work schedules. Mutual agreement of the parties will be required prior to implementation.

# ARTICLE XVIII -- SAVINGS CLAUSE

## SECTION 3. 4-10 and 12 Hour Work Week Schedules

The Company agrees to incorporate the existing 10 and 12 hour work schedules arrangement through the trial period the parties have previously agreed to. In the future such agreements will be discussed and will not be implemented until agreement has been reached between the Company and the International Union.

## ARTICLE XVIII SAVINGS CLAUSE

Should any part hereof or provision herein be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

It is further agreed that the Company and Union shall meet to resolve these portions thus invalidated.

It is expressly agreed by the parties hereto that nothing contained in this Agreement shall be construed or used in a manner to form the basis for an allegation of violation of this Agreement for the purpose of supporting any legal or court action, unless and until the party so alleging or complaining has notified the other party hereto of the existence of the

# ARTICLE XIX -- D&D AGREEMENT

1 complaint or contention, and the latter party  
2 after having been allowed a reasonable  
3 opportunity to correct the same shall fail to do  
4 so within ten (10) days of notification by the  
5 other party.

## ARTICLE XIX D&D AGREEMENT

6  
7  
8  
9  
10 This Agreement applies to Kaiser-Hill  
11 Company, L.L.C., its subcontractors, their  
12 subcontractors, its/their successors, assigns  
13 or any successful bidding operator, hereafter  
14 called the "Company" as operator of the DOE  
15 Rocky Flats Site, and the United Steelworkers  
16 of America, hereinafter referred to as the  
17 "Union", on behalf of Local 8031, and on  
18 behalf of those employees comprising the  
19 bargaining unit. The Company and the Union  
20 recognize and agree this Agreement is meant  
21 to be binding and applies to any successor  
22 contractor at this facility. Unless the Company  
23 and the Union mutually agree to the contrary,  
24 all provisions of the collective bargaining  
25 agreement not specifically modified will  
26 continue in full force and effect.

## Geographical Scope of the Agreement

27  
28  
29  
30 This Agreement shall apply to all D&D work  
31 performed by employees represented by the  
32 United Steelworkers of America at the Rocky  
33 Flats Site and to all off site D&D work which  
34 they are assigned by the Company. The  
35 Company will discuss with the Union any off  
36 site assignments of D&D workers for any new

or significant D&D Site cleanups. It's the parties' intention to make every effort to assign tasks relating to closing the facility and reclaiming the Site to "Site employees" unless "construction work" or provisions of the collective bargaining agreement apply.

#### Overall Site Work

D&D activity may be performed through a number of projects which generally have a beginning and completion date. It is agreed that the Company or the client DOE, RPFO may declare any building or area D&D in nature. Upon such declaration, the Company will give prompt notice to the Local Union President. Whenever any building or area is declared D&D activity, the Company will accept input from the Union on the work to be performed and the Company shall develop a safe plan of action. Employees will be assigned work for which they are trained and qualified to perform in a safe manner. Safety is our first consideration. Employees assigned to D&D activity will perform all work within their scope of training that they are qualified to perform. Incumbents, if any, at the time an area is made D&D, who have chosen not to bid on D&D positions will be treated in accordance with the collective bargaining agreement.

#### D&D Worker Guidelines

Employees who elect to accept the assignment to D&D activity would be placed in

1 a D&D position if they meet the minimum  
2 qualifications. A D&D employee may be  
3 assigned at any time to any non-D&D  
4 classification where they may work in a non-  
5 D&D building or area, as long as they are  
6 qualified to safely perform the work. This will  
7 not be done in an arbitrary and capricious  
8 manner, but is intended solely for the purpose  
9 of performing the work in an orderly and  
10 efficient manner. If such an assignment is  
11 made, they will work per the collective  
12 bargaining agreement and job description for  
13 that job with no reduction in pay. In no case  
14 will D&D employees of a Labor Grade 11 or  
15 above be assigned to non-D&D work of a  
16 Labor Grade 8 or below. When a new D&D  
17 project is identified, or additional D&D workers  
18 are needed D&D employees assigned out of  
19 D&D will be brought back on the basis of  
20 ability to do the available work and based on  
21 seniority, before other employees are  
22 temporarily assigned to the same D&D  
23 classification, or before new jobs are posted in  
24 the same classification, unless such employee  
25 is being retained in a position filling in for an  
26 absent employee for reasons such as medical  
27 leave, funeral leave, vacations, etc.  
28  
29 In accordance with the Kaiser-Hill Company,  
30 L.L.C. integrating contractor arrangement  
31 employees may be supervised by Kaiser-Hill  
32 Company, L.L.C., a Subcontractor or lower tier  
33 contractor. Employees may also be assigned  
34 to work with a contractor if work is  
35 subcontracted out.  
36

ARTICLE XIX — D&D AGREEMENT

Crew Leaders, if designated, will be paid two labor grades above the highest rate paid to any worker assigned to the D&D crew regardless of whether such highest paid person is temporarily or permanently assigned; not two grades above support person assigned to support a project. A support person is a person brought in to perform a specific task, not as a supplement to the D&D work force. When a high paid person leaves, crew leader rate will be adjusted in accordance with this formula: In all cases the crew leader will receive at least 2 Labor Grades above his/her own rate.

D&D crew members will perform all D&D work, within their D&D classification, which they are qualified and trained to perform safely, regardless of jurisdiction. Further, D&D crew members may be assigned to perform any classification of D&D work with no reduction in pay. This will not be done in an arbitrary and capricious manner, but is intended solely for the purpose of performing the work in an orderly and efficient manner. If the work is of a higher labor grade it will be paid at the higher labor grade rate of pay. The performance of D&D activity by the D&D crew shall not be considered a violation of the collective bargaining agreement job classification structure. If support is needed, the Company may assign support personnel per the collective bargaining agreement to perform work covered by their classification to support a project. Support personnel shall receive the rate of their classification. Support

ARTICLE XIX — D&D AGREEMENT

1 personnel shall return to their regularly  
2 assigned area (classification and shift) after  
3 their part of the project is completed.  
4 Management, when assigning support  
5 personnel to D&D projects, will make every  
6 effort to consider both qualifications and  
7 seniority, and will take into consideration  
8 employee concerns on the assignment.

9  
10 Employees who volunteer for D&D crew  
11 assignments will indicate their shift preference,  
12 if any, at time of bidding. All employees are  
13 eligible to bid. The Company will review  
14 bidders seniority, qualifications and physical  
15 fitness to determine the bidders capability and  
16 suitability. The Company will fill job(s) in  
17 accordance with the collective bargaining  
18 agreement. The Company and Union will  
19 follow the bidding process outlined in the  
20 collective bargaining agreement. If there are  
21 not sufficient bidders for posted D&D  
22 openings, management will fill the remaining  
23 openings with the qualified personnel from the  
24 appropriate classifications in inverse seniority  
25 order.

26  
27 The Company shall determine and establish  
28 the job descriptions and minimum  
29 qualifications for all jobs. The Company will  
30 review the job descriptions and minimum  
31 qualifications with the Union.

**D&D Classifications**

32  
33  
34  
35 The Company will establish the following D&D  
36 jobs:

ARTICLE XIX — D&D AGREEMENT

D&D Skilled Trade Worker Labor Grade 17 1

D&D Hazardous Reduction Technician Labor Grade 16 4

D&D Utility Worker Labor Grade 8 6

All D&D classifications will be considered part of the D&D department under Appendix A of the collective bargaining agreement.

Training

The parties agree that job specific and safety training are needed and the Company will provide the necessary training prior to assignment to a specific task where training is needed. The Company shall provide necessary Worker Health and Safety Education and training for Union members as needed to perform D&D work. Grant money may be utilized. The parties jointly recognize the importance of training and will cooperate to the fullest extent in establishing, supporting and seeking government and/or other assistance or grants for all appropriate training programs for work performed at the Site. The Company will determine the work shift on which necessary and required training will be provided. (Training/job rate schedules will not apply to D&D classification.)

Assignment of Work

To promote stability and to increase employment opportunities, the parties agree

ARTICLE XX — PRIVATIZATION/OUTSOURCING AGREEMENT

1 that all provisions of this Agreement will be  
2 interpreted to optimize flexibility in assigning  
3 D&D work. The Company will seek written  
4 approval from DOE or the appropriate  
5 government agency to allow "out-of-year work  
6 activities" to be pulled forward, thereby  
7 accelerating baseline schedules. If granted, a  
8 copy will be provided to Union.

Duration

12 This understanding shall be effective upon  
13 formal acceptance by the parties for the term  
14 of the existing collective bargaining  
15 agreement. The parties agree that should  
16 either party request modifications to this  
17 memorandum due to a substantial change in  
18 conditions, or significant administrative  
19 problems the parties will in good faith  
20 negotiate on such matters of concern. This  
21 document may be altered, changed, or  
22 amended by mutual agreement of the parties.

ARTICLE XX  
PRIVATIZATION/OUTSOURCING  
AGREEMENT

28 The parties recognize that the primary goals of  
29 the Department of Energy are to enhance  
30 productivity, reduce costs and transition Rocky  
31 Flats regional economy from a dependence on  
32 federal funding to private industry. USWA and  
33 Kaiser-Hill Company, L.L.C. (K-H) recognize  
34 their responsibilities in achieving these goals  
35 where privatizing or outsourcing work  
36 performed by USWA represented employees.

ARTICLE XX — PRIVATIZATION/OUTSOURCING AGREEMENT

is necessary to facilitate this transition. K-H recognizes that it would be inappropriate for K-H to privatize or outsource functions performed by USWA represented employees without prior discussion with the USWA. USWA recognizes that such activities are conducted under specific acquisition laws and regulations. Any privatization or outsourcing of represented bargaining unit scope will be in accordance with this Agreement.

Therefore, with respect to work performed by USWA represented K-H employees at Rocky Flats, the following procedures shall apply:

SECTION 1. USWA Initial Notification

K-H will notify the President of USWA Local 8031 and the assigned International Representative at least thirty (30) days in advance of the planned release of any solicitation covered by this Agreement. This notification will include an offer to meet and discuss the objectives of the proposal, and receive input from the USWA as to the appropriateness of the proposal. At said meeting, K-H shall provide the information then available to K-H concerning:

1. All known potential job functions and scope of work that will be performed under the proposed arrangement, including the number of employees affected.
2. A written cost benefit analysis.

ARTICLE XX — PRIVATIZATION/OUTSOURCING AGREEMENT

3. Assurance that this privatization or outsourcing is not being done for the purpose of circumventing the K-H/USWA Collective Bargaining Agreement, but only for the purpose of carrying out this Agreement.

4. Projected advantages to specific privatization effort.

- Such disclosure will not include source selection sensitive information within the meaning of the Federal Acquisition Regulation.

SECTION 2: Administration

- On each of the privatization/outsourcing actions, affected represented bargaining unit employees will be given every consideration for employment opportunities within the first six (6) months of operations of such privatization action by the successful bidder, employees who are offered employment will have ten (10) calendar days in which to respond. If employees elect not to seek this opportunity, they may utilize their bargaining unit seniority and minimum qualifications to bid or bump remaining bargaining unit classifications on the Site.

- Successorship issues will be decided in accordance with the established rules developed under the National Labor

ARTICLE XX -- PRIVATIZATION/OUTSOURCING AGREEMENT

Relations Act (NLRA) with each Kaiser-  
Hill Company, L. L. C. privatization/outsourcing action being  
addressed on its own facts and  
circumstances.

SECTION 3. General Provisions

Nothing in this Agreement is intended to  
override the otherwise applicable  
requirements of law and regulations, including  
the Department of Energy Acquisition  
Regulation and the Federal Acquisition  
Regulation and other Department of Energy  
directives, rules and regulations, or the terms  
of any applicable contract or collective  
bargaining agreement. In the case of any  
conflict between this Agreement and such  
otherwise applicable legal requirements, the  
otherwise applicable requirements shall  
prevail.

If for any reason Kaiser-Hill reassumes  
privatized bargaining unit functions, and  
determines to self-perform, Kaiser-Hill will  
recognize the returning scope of work to be  
work covered by the collective bargaining  
agreement. Further, if employees chose to  
accept employment with the company  
performing the privatized work, upon the  
return of such work to K-H within two years of  
the privatization, and based upon a hire date  
of the employee with the privatized employer  
not to exceed two years prior to the date of  
available openings, such employees will be  
afforded recall rights in accordance with the

ARTICLE XX -- PRIVATIZATION/OUTSOURCING AGREEMENT

1 provisions of the collective bargaining  
2 agreement to any open positions available as  
3 a result of the return of the scope of the  
4 bargaining unit work. Finally, it is agreed that  
5 the employee will not accrue additional  
6 seniority during the period of employment with  
7 the privatized employer.

9 The parties agree to work together to ensure  
10 an efficient implementation of this Agreement.

12 The Company intends to privatize or  
13 outsource the following:

15 1. Analytical Lab services other than Building  
16 559

17 2. Utilities (Steam Plant, Electrical Power,  
18 Water, and Waste Water Treatment)

20 In addition to these two privatization actions,  
21 the Company may outsource or privatize forty  
22 (40) additional represented bargaining unit  
23 positions each fiscal year beginning in FY-97.  
24 Such allotment shall not carry over year to  
25 year.

27 K-H commits to maintain all other represented  
28 bargaining unit work under the then current  
29 Integrated Contractor arrangement, and  
30 collective bargaining agreement except as  
31 provided within Article I, Section 2 of the  
32 existing collective bargaining agreement.

34 Notwithstanding the foregoing, K-H agrees  
35 and commits to maintain in active employment  
36 a USWA represented bargaining unit of eleven



ARTICLE XX - PRIVATIZATION/OUTSOURCING AGREEMENT

hundred fifty (1150) permanent employees through the end of December 31, 2001. Starting January 1, 2002, the Company agrees and commits to maintain in active employment the following number of USWA represented bargaining unit employees:

Year	Guarantee
January 1, 2002	1000
January 1, 2003	725
January 1, 2004	300

At the beginning of January 2005, there will no longer be any additional minimum employment guarantees. The Company may exclude any bargaining unit employees terminated for just cause and will exclude any temporary employees hired throughout the term of the collective bargaining agreement. The parties mutually agree that the effects of any of any future Voluntary Separation Payment Program (VSPP) implementation on the active employment guarantee contained herein will be agreed upon between Kaiser-Hill and USWA prior to implementation.

In the event of a Department of Energy Rocky Flats Budget Reduction of fifteen (15) percent or greater from the FY-00 budget (\$657 Million), the job/work guarantees may be adjusted five (5) percent downward in that fiscal year. If the budget is increased in the next or later years to the original FY-00 levels, the five (5) percent reduction in the job/work guarantees will be restored. For every additional ten (10) percent budget reduction,

ARTICLE XXI - DURATION

1 an additional five (5) percent reduction will  
2 occur in job/work guarantees, re-  
3 establishment of such budget will result in the  
4 restoration of the five (5) percent job/work  
5 guarantees. The Company and Union will  
6 discuss such situations in advance.

7  
8 The USWA agrees to discuss establishing a  
9 mechanism whereby fixed priced, lower tier  
10 subcontractors will perform work at negotiated  
11 competitive rates/appropriate  
12 classifications/job assignments to be mutually  
13 agreed upon by the USWA and K-H utilizing  
14 matrixed Steelworkers under the Integrated  
15 Contractor arrangement.

16  
17 This Agreement shall terminate coincidentally  
18 with the termination of the collective  
19 bargaining agreement.

ARTICLE XXI  
DURATION

20  
21  
22  
23  
24 This agreement shall be in effect from 11:30  
25 p.m. January 3, 2001 through January 15,  
26 2007. The parties agree that the contract  
27 could be opened annually to discuss only  
28 certain issues identified below. If either party  
29 elects to open the contract to discuss these  
30 identified issues, such party shall, on a date  
31 not less than sixty (60) days nor more than  
32 one hundred twenty (120) days prior to  
33 September 30, of each contract year, give  
34 written notice to the other party. If this occurs,  
35 discussions on one or more of the issues  
36

ARTICLE XXI -- DURATION

identified below will occur in October of that contract year, beginning in 2002.

Unless otherwise mutually agreed, the only issues that could be modified or changed in these annual discussions are as follows:

- Site monitoring after Site closure
- Disposition of property, material, and documents
- Health monitoring after Site closure
- Required work activities that are expected to occur after Site closure
- Job classification structure
- Overtime distribution procedures
- Retiree benefits
- Immediate pension and insurance for Cold War Veterans
- Other changed conditions that are mutually agreed to discuss

The parties agree that wages can not be discussed in these annual discussions unless there are significant unanticipated or unforeseen economic/market changes. The parties further agree, that they will engage in such discussions with the intent to reach mutual agreement. However, during the terms of this agreement no party shall be required to agree to any modifications of this agreement. It is expressly understood and agreed between the parties that no strikes, lockouts and slowdowns of any nature will occur as a result of the discussions referenced herein.

ARTICLE XXI -- DURATION

1 The Company and the Union acknowledge  
2 that during negotiations which resulted in this  
3 Labor Agreement, each party had the  
4 unlimited right and opportunity to make  
5 demands and proposals with respect to any  
6 subject or matter not removed by law from the  
7 area of collective bargaining, and that the  
8 understandings and arrangements arrived at  
9 by the parties after the exercise of that right  
10 and opportunity are set forth in this  
11 Agreement. The parties further acknowledge  
12 that all understandings and agreements, which  
13 are to remain in force are set forth or  
14 specifically referenced in this Agreement.  
15 Therefore, the Union agrees that the Company  
16 may take the appropriate action concerning  
17 any matters not covered by this Agreement  
18 which involves the expeditious management of  
19 the Site. If such actions affect a significant  
20 change in well-defined or long-established  
21 working conditions and are legally required  
22 subjects of collective bargaining, the Union  
23 may request negotiations on them.  
24  
25 With respect to any subject or matter not  
26 specifically referred to or covered in this  
27 Agreement which was within the knowledge of  
28 both parties at the time they negotiated or  
29 signed this Agreement, the parties agree that  
30 such subject or matter will not be the subject  
31 of negotiations during the term of this  
32 Agreement, unless mutually agreed to by the  
33 parties or unless there is a change in working  
34 conditions as discussed above.

— APPENDIX A

If either party elects to change any of the provisions of this Agreement, such party shall, on a date not less than sixty (60) days nor more than one hundred twenty (120) days prior to the expiration of this Agreement, give written notice to the other party. Negotiations shall begin fifteen (15) days after receipt of such notice. If a new Agreement is not reached by the expiration date above, the existing Agreement may be continued by mutual consent of both parties until an agreement is reached.

**APPENDIX A**

**DEPARTMENTS FOR LAYOFF  
AND SHIFT PREFERENCE**

- 771 Project
  - 776/777 Project
  - 707 Project
  - 371 Project
  - Remediation, Industrial Building D&D, and Site Services Project
  - Material Stewardship Project
- Third-tier companies are considered part of the Company they contract with under this Appendix.
- In the event the Company organizes new groups or departments or reorganizes present groups or departments, such new reorganized groups or departments shall become part of this Appendix.

— APPENDIX B

Prior to incorporation of new groups, departments, or subcontractors, the integrating contractor will meet with and discuss the process with representatives of the United Steelworkers of America.

**APPENDIX B**

**RELIEF SHIFT, STATIONARY  
OPERATING ENGINEERS & WASTEWATER  
TREATMENT OPERATORS**

**SECTION 1. Introduction**

As stated in Article V, Section 3, Paragraph D, "Special considerations are necessary for relief of such operations," such operations being the shifts worked by the Stationary Operating Engineers and Wastewater Treatment Operators (SOE/WWTOs). The SOE/WWTOs have, by the nature of their work, different conditions from any other worker on the plantsite. They cannot leave their work areas unattended. In most instances, they are on shift by themselves. Their individual responsibility cannot be lightly dismissed. Their contributions to the end product and to building and area safety are considerable. The continued satisfactory operations of utility equipment are a result of their skill and effort. Because of the need for continuous operations, which in most utility areas is covered by one engineer, the "special considerations for relief" are mandatory.

**SECTION 2. Definition**

The relief shift is an additional permanent shift of the SOE/WWTOs group. A SOE/WWTO on the relief shift may be assigned to any of the SOE/WWTOs shift schedules (7-day nonrotating, odd schedule, or 5-day or special schedule) within the Site Utilities Group he/she is assigned as defined by Appendix A:

A. To assume the schedule of SOE/WWTOs who are absent for any reason.

B. For the purpose of receiving job training, training others on the job or to fill temporary vacancies created by SOE/WWTO training programs.

C. To assist other SOE/WWTOs where there is an abnormal work load.

D. To permit a change of shift as outlined in Paragraphs G and H of Applications.

**SECTION 3. Application**

A. When not performing primary relief duties as defined above, the working hours will generally be 7:30 a.m. to 3:30 p.m.,

Monday through Friday.

B. The scheduled days off of the individual assigned to the relief shift will be those days assigned by 9:00 a.m. on Monday.

C. The relief SOE/WWTOs may be assigned to any shift at any time without penalty payment, except as listed in Paragraphs D and E.

D. When the relief SOE/WWTOs scheduled days off as defined in Paragraph B above are affected by a late notification of shift change (after 9:00 a.m. Monday), the first prescheduled day off worked will require time and one-half premium pay. The second prescheduled day off worked will require double time premium pay. A late notification of change of days off and/or change of shift assignments will not be construed to be a layoff from regular hours of work for purpose of avoiding overtime.

E. It is recognized that it is not desirable to work any individual over seven (7) consecutive days; but should the Company deem this necessary, the 8th day worked by the relief SOE/WWTO would require time and one-half premium pay, and the 9th day worked by the relief SOE/WWTO would require double-time premium pay. The next seven (7) days worked would not require any premium pay except that due the shift being worked. This section will not apply should the 8th or 9th days worked be caused by a request from the relief SOE/WWTO for special days off as given in Paragraphs B, G, and H of Application.

- F. Should any of the workdays in Paragraphs 1 1  
D or E fall into overtime requirements as 2 2  
designated by the current Labor 3 3  
Agreement, these will be chargeable. 4 4  
5 5
- G. When changing the relief SOE/WWTO 6 6  
from normal day shift to midnight shift and 7 7  
when this causes the relief shift to have 8 8  
only eight (8) hours off between shifts, the 9 9  
relief engineer or operator shall be given 10 10  
the following choices: 11 11  
12 12
1. Make a short (8 hours off) change. 13 13  
14 14
  2. Take one (1) day off immediately prior 15 15  
to the change and if this causes 16 16  
him/her to work Saturday and/or 17 17  
Sunday, no overtime or premium shall 18 18  
be required except that due the shift 19 19  
being worked. 20 20  
21 21
- H. When changing the relief SOE/WWTO 22 22  
from p.m. shift back to normal day shift, 23 23  
the relief SOE/WWTO shall be given the 24 24  
following choices: 25 25  
26 26
1. Make a short (8 hours off) change. 27 27  
28 28
  2. Work load permitting (determined by 29 29  
area Utilities supervision), take one (1) 30 30  
day off and work Saturday, no 31 31  
overtime (or premium) required, 32 32  
except that due the shift being 33 33  
worked. 34 34  
35 35  
36 36

3. Work load permitting (determined by 1 1  
area Utilities supervision), remain on 2 2  
p.m. shift through Friday. 3 3

- I. When the relief SOE/WWTO is relieving a 4 4  
shift, and because of a personal 5 5  
emergency has been granted vacation, 6 6  
he/she shall receive all vacation pay 7 7  
allowance which would be due the shift 8 8  
he/she is relieving for the remainder of the 9 9  
week, or the length of time he/she was 10 10  
scheduled to be on that shift, whichever is 11 11  
shorter. 12 12

- J. In all cases where the provisions of the 13 13  
Special Relief Shift Agreement differs from 14 14  
conditions as stated in the main body of 15 15  
the Contract, the conditions of the Relief 16 16  
Shift Agreement shall govern. 17 17

EXHIBIT A — LABOR GRADE STRUCTURE CLASSIFICATIONS, AND BASE RATES

**EXHIBIT A**  
**LABOR GRADE STRUCTURE**  
**CLASSIFICATIONS, AND BASE RATES**

**SECTION 1. Labor Grade Structure and**  
**Job Rate**

Labor Grade	Base Rate Effective 1/3/01 (\$1.25 Inc)	Base Rate Effective October 2001 (\$1.00 Inc)	Base Rate Effective October 2002 (\$0.50 Inc)	Base Rate Effective October 2003 (\$0.50 Inc)	Base Rate Effective October 2004 (\$0.50 Inc)
20	\$23.46	\$24.46	\$24.96	\$25.46	\$25.96
18	\$22.68	\$23.68	\$24.18	\$24.68	\$25.18
17	\$22.29	\$23.29	\$23.79	\$24.29	\$24.79
16	\$21.90	\$22.90	\$23.40	\$23.90	\$24.40
8	\$18.78	\$19.78	\$20.28	\$20.78	\$21.28

- If the Company is performing on a 12/15/05 projected completion date as of October 1, 2004, there will be a \$0.50 wage increase effective October 1, 2004, and the base rate will be as follows:

Labor Grade	Base Rate Effective October 2004 (\$0.50 Inc)
20	\$25.96
18	\$25.18
17	\$24.79
16	\$24.40
8	\$21.28

- Temporary employees will be hired and subsequently paid at three dollars (\$3.00) less than the rate of the job assigned in accordance with Article IV, Section 5.

EXHIBIT A — LABOR GRADE STRUCTURE CLASSIFICATIONS, AND BASE RATES

- When Non-D&D Workers are assigned to perform D&D work, they will receive \$1.00 per hour above their regular straight time rate of pay.

**HOURLY CLASSIFICATION LIST**  
**Effective January 3, 2001**

Classification	Labor Grade
D&D Hazardous Reduction Technician	16
D&D Skilled Trade Worker	17
D&D Utility Worker	18
Electrician	18
Maintenance Technologist	20
Non-Destructive Testing Technologist	17
Radiological Control Technologist II	17
Stationary Operating Engineer/Waste Water Treatment Oper.	17
When Non-D&D Workers are assigned to perform D&D work, they will receive \$1.00 per hour above their regular straight time rate of pay.	
Every employee on Site working in classifications existing prior to the signing of this CBA will be slotted into one of the above classifications provided they meet the minimum qualifications. Employees who are unqualified for any of the Labor Grade 16 or higher classifications will be placed in the D&D Utility Worker Classification.	
Employees who are currently medically restricted will be allowed entrance into the appropriate D&D classification commensurate with their qualifications and will be accommodated if possible.	

EXHIBIT A — LABOR GRADE STRUCTURE CLASSIFICATIONS, AND BASE RATES

If no reasonable accommodation is available the company will utilize the language contained in Article IV, Section 9. (medically restricted employees)

The company reaffirms its commitment that employees will be trained and qualified to perform work to which they are assigned.

The following chart identifies how the classifications will be combined:

Classification	Labor Grade
<b>D&amp;D Hazardous Reduction Technician</b>	<b>16</b>
Auto Mechanic	14
Mission Support Specialist	19
Level I	12
Level II	13
Level III	15
Process Specialist	16
Risk Reduction Technician	17
<b>D&amp;D Skilled Trades</b>	<b>17</b>
Carpenter	16
Maintenance Machinist	16
Painter	14
Pipefitter	16
Sheetmetal Worker	16
<b>D&amp;D Utility Worker</b>	<b>8</b>
General Laborer	3
Utility Worker	4
Electrician	18
Maintenance Technologist	20
Non-Destructive Testing Technologist	17
Radiological Control Technician II	17
Stationary Operating Engineer/Waste	17
Water Treat Operator	17

EXHIBIT A — LABOR GRADE STRUCTURE CLASSIFICATIONS, AND BASE RATES

- 1 The work previously performed by the
- 2 following job classifications will now be
- 3 performed by the D&D Hazardous Reduction
- 4 Technician Classification:
- 5 Auto Mechanic
- 6 Laboratory Technologist
- 7 Lubrication Technician
- 8 Mission Support Specialist
- 9 Level I
- 10 Level II
- 11 Level III
- 12 Process Specialist
- 13 Risk Reduction Technician

- 15 The work previously performed by the
- 16 following job classifications will now be
- 17 performed by the D&D Skilled Trades
- 18 Classification:
- 19 Carpenter
- 20 Experimental Machinist
- 21 Experimental Operator
- 22 Maintenance Machinist
- 23 Painter
- 24 Pipefitter
- 25 Production Specialist
- 26 Sheetmetal Worker

- 28 The work previously performed by the
- 29 following job classifications will now be
- 30 performed by the D&D Utility Worker
- 31 Classification:
- 32 General Laborer
- 33 Laundry Worker
- 34 Utility Worker

EXHIBIT A — APPRENTICESHIP WAGE SCHEDULES

APPRENTICESHIP WAGE SCHEDULES

The following classifications have established Apprenticeship Programs, with individual wage schedules based on the current base rate list, updated every Fiscal Year. For specific rate information, reference the current base rate list. Increases in rates occur every six (6) months for the length of the program, with the final increase bringing employees to top rate for that classification.

Classification Program Length

Maintenance Technologist 2 year program  
Carpenter 3 year program  
Maintenance Machinist 3 year program  
Painter 3 year program  
Pipefitter 3 year program  
Sheetmetal Worker 3 year program  
Stationary Oper. Engineer 3 year program  
Electrician 4 year program

EXHIBIT B — LETTERS OF UNDERSTANDING AND AGREEMENTS

EXHIBIT B  
LETTERS OF UNDERSTANDING AND AGREEMENTS

Letters of Understanding  
Following is a list of the "Letters of Understanding" that were mutually agreed upon by the parties during the 2001 contract negotiations. A copy of the letters in their entirety follow this signed agreement. All previous Letters of Understanding between the Union and the Company not listed below are considered null and void.

ACCIDENT INVESTIGATION  
CAFETERIA AND VENDING PRICES  
POLITICAL ACTION CHECK-OFF  
SUBCONTRACTING  
MOVEMENT OF WASTE BOXES WITHIN THE 664 FENCED AREA  
TRAINING CENTER INSTRUCTORS  
QUALIFYING EXAMINATIONS  
CLARIFICATION  
OPERATION OF FORKLIFTS  
EMPLOYEE RIGHTS UNDER PERSONNEL  
SECURITY ASSURANCE PROGRAM (PSAP) & WORKPLACE SUBSTANCE ABUSE PROGRAM (WSAP)  
PLACEMENT OF HOURLY EMPLOYEES UPON ACCESS AUTHORIZATION  
REVOCATION/DENIAL  
PLANT TOURS  
TOWING VEHICLES  
MOVEMENT OF EQUIPMENT FOLLOWING TRANSFER OF OWNERSHIP



RETIREE PENSION PROGRAM  
 COMPANY AS SUCCESSOR CONTRACTOR  
 FOR POST CLOSURE ACTIVITIES  
 MECHANISM FOR VOLUNTARY LAYOFF  
 PROCESS  
 ADMINISTRATIVE SUSPENSION LEAVE

## MEMORANDUM OF AGREEMENT

- Performance and Signing Bonus
- RCT Letter of Understanding
- Benefit Changes
  - Pension
  - Medical
  - Language to change the weekly contribution required by active employees for medical coverage
  - 401(k) Savings Plan
  - Dental

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1 Letter of Understanding

2  
3 July 17, 1996

4  
5 President

6 United Steelworkers of America

7 Local Union 8031

## ACCIDENT INVESTIGATION

11 In the case of serious injury or accidents  
 12 requiring a fact-finding investigation or a  
 13 departmental report, the Company shall, as  
 14 soon as practicable after such accident, notify  
 15 the Union Co-Chairman of the Joint  
 16 Company/Union Safety Committee (JCUSC)  
 17 of such accident, or the Union member of such  
 18 committee designated by the Union Co-  
 19 Chairman to act in his/her absence.  
 21 The Union Co-Chairman or such designee  
 22 shall have the right to visit the accident scene  
 23 promptly upon such notification, if so desired,  
 24 without loss of pay, to participate in a joint  
 25 investigation of the accident occurrence,  
 26 accompanied by the Company Co-Chairman  
 27 of the JCUSC or his/her designated  
 28 representative.  
 30 The Company shall add the name of the Union  
 31 Co-Chairman and that of the designee to act  
 32 in his/her absence, to the Company's  
 33 immediate notification list for such accidents.  
 34 The local Union accepts responsibility for  
 35 keeping current, in writing to the Company, the  
 36

EXHIBIT B - ACCIDENT INVESTIGATION

names and phone numbers of the Union Co-Chairman and such designee.

As to any state or federal agency responding to an accident causing serious injury or death, the JCUSC Co-Chairmen, or designee's in their absence, shall cooperate in preserving conditions surrounding the accident scene until the arrival of such state or federal agency, except for the fact of necessary action to rescue or recover victims, or protect others from related hazards, or to protect equipment and/or property from further damage.

If the parties joint investigation is concluded before arrival of the responding state or federal agency, the Company shall immediately notify the Union Co-Chairman or his/her designee of the agency's arrival. The JCUSC will offer its immediate and continued participation throughout the investigation.

EXHIBIT B - CAFETERIA AND VENDING PRICES

Letters of Understanding  
October 8, 1996  
President  
United Steelworkers of America  
Local Union 8031

CAFETERIA AND VENDING PRICES

The Company and Union will work together to maintain an adequate cafeteria service on Site, including a reasonable pricing structure. If requested by the Union, the Company will meet jointly with the contractor or the Department of Energy to discuss such matters. Under no circumstance will the Company be involved in or become party to the negotiations of the terms and conditions of employment for food service workers with the food service contractor or with the representative bargaining unit.

Letters of Understanding

October 8, 1996

President

United Steelworkers of America

Local Union 8031

# POLITICAL ACTION CHECK-OFF

The Company will accede to the Union request that a Payroll mechanism be established to provide for contributions to a Political Action Fund from members of United Steelworkers of America (USWA) Local 8031. Such voluntary contribution will, with employee's authorization, be made via a deduction from his/her paycheck and forwarded to the USWA PAC Fund. It is understood that authorized payroll deductions will be made in whole-dollar amounts. Deductions will be taken from employee's checks on a weekly basis and will be remitted on a monthly basis to the United Steelworkers of America, Secretary Treasurer, 5 Gateway Center, Pittsburgh, PA, 15222.

The Union will provide the Company with a deduction authorization form to be used by Union members. Such form will clearly spell out the purpose of the deduction and the amount to be deducted. The authorization form must be signed by the employee. Once authorized, deductions will continue at the specified rate and may not be changed. However, the employee may stop contributing

- 1 at any time if he/she desires by notifying the
- 2 Payroll Department in writing of such action.
- 3 Any employee who chooses to terminate
- 4 contribution to the PAC may not reinstate
- 5 payroll deductions until the next anniversary
- 6 date of this collective bargaining agreement.
- 7
- 8 1. Kaiser-Hill's responsibility is strictly
- 9 limited to the collection of Union
- 10 contributions via payroll deduction and
- 11 the delivery of same to the Union.
- 12
- 13 2. There shall be no intimidation,
- 14 coercion, or discrimination in any way
- 15 by the Company or by the Union, its
- 16 representatives or employees against
- 17 any employee regarding participation
- 18 in the Union PAC.
- 19
- 20 3. There shall be no solicitation of
- 21 employees for Union PAC
- 22 contributions conducted upon the
- 23 premises of the Company during
- 24 working hours by the Union, its
- 25 representatives, or by employees.
- 26
- 27 4. Authorized deductions shall stop upon
- 28 termination of employment, upon
- 29 written request by the employee, or
- 30 upon his/her transfer to a job not
- 31 covered by the collective bargaining
- 32 agreement.
- 33
- 34 5. The Union agrees that it will indemnify
- 35 and save the Company harmless from
- 36 any and all liability, claim,

EXHIBIT B - POLITICAL ACTION CHECK-OFF

responsibility, or suit which may arise  
out of any action taken by the  
Company in accordance with the  
terms of this agreement, or in reliance  
upon the authorization mentioned  
herein.

During recent negotiations the issue of  
subcontracting was discussed. While the  
parties agree that the interests of the workers  
that the Company employs and the Union  
represents are vital, the Company is subject to  
its obligations under prime contract to the  
Department of Energy. Additionally, the  
Company is bound to the conditions outlined  
in the subcontracting clause of the collective  
bargaining agreement.

It is the intent of the Company to utilize the  
United Steelworkers of America (USWA)  
members to the maximum extent where  
possible under the terms of its contract with  
the Department of Energy and its collective  
bargaining agreement with USWA, Local  
8031.

EXHIBIT B - SUBCONTRACTING

Letters of Understanding  
October 2, 1993  
President  
United Steelworkers of America  
Local Union 8031

**SUBCONTRACTING**

During recent negotiations the issue of  
subcontracting was discussed. While the  
parties agree that the interests of the workers  
that the Company employs and the Union  
represents are vital, the Company is subject to  
its obligations under prime contract to the  
Department of Energy. Additionally, the  
Company is bound to the conditions outlined  
in the subcontracting clause of the collective  
bargaining agreement.

It is the intent of the Company to utilize the  
United Steelworkers of America (USWA)  
members to the maximum extent where  
possible under the terms of its contract with  
the Department of Energy and its collective  
bargaining agreement with USWA, Local  
8031.

EXHIBIT B — MOVEMENT OF WASTE BOXES WITHIN THE 664 FENCED AREA

Letters of Understanding

October 5, 1987

President

United Steelworkers of America

Local Union 8031

**MOVEMENT OF WASTE BOXES WITHIN THE 664 FENCED AREA**

In accordance with the agreement reached during the current contract negotiations, the movement of waste boxes inside the 664 fenced area will be accomplished in accordance with the following guidelines:

All movement inside the fenced area of waste boxes and waste drums will be accomplished by using waste operations personnel including the unloading of waste box transports.

Trucking will still be used to transport waste containers from 664 to the various buildings on the plantsite.

EXHIBIT B — TRAINING CENTER INSTRUCTORS

1 Letters of Understanding

3 October 5, 1987

5 President

6 United Steelworkers of America

7 Local union 8031

**TRAINING CENTER INSTRUCTORS**

11 Pursuant to discussions relative to Instructors at the Training Center, it is agreed that the following provision will apply to the selection of instructors and compensation for instructors.

**A. Selection**

1. It is recognized that instructors at the Training Center must have a superior knowledge of the discipline in which they are teaching and be able to communicate this knowledge in classroom and laboratory atmosphere.

2. When openings occur for instructors at the Training Center, the Union will provide a list of at least five employees who would be qualified to serve in that capacity to the Manager of Human Resources Development.

3. The Manager of Human Resource Development will interview the listed employees and make a selection from that list, if possible. If none are qualified or if those qualified reject the

position, the Union will be consulted for the purpose of supplying additional candidates. That process will continue until an acceptable candidate accepts the job.

### B. Compensation

1. Those selected as instructors will receive an allowance of fifty cents (50¢) per hour above their base rate plus any crew leader pay they may have been receiving at the time of their appointment.
2. The designated lead instructor shall receive an additional twenty-five cents (25¢) per hour allowance above the rate expressed in (1) above.
3. Employees designated as Training Center Instructors shall be removed from their plantsite overtime lists at the time of their appointment. If they return to the plantsite, they shall be reinserted into the appropriate overtime list at the same relative position with respect to hours they held at the time of their appointment.

- 1 Letters of Understanding
- 2
- 3 March 11, 1988
- 4
- 5 President
- 6 United Steelworkers of America
- 7 Local Union 8031
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### QUALIFYING EXAMINATIONS CLARIFICATION

- 12 The following understanding relates to
- 13 Paragraph E inserted under Article IV, Section
- 14 3.
- 15
- 16 It is not the Company's intent to summarily
- 17 dismiss employees from the plantsite or to
- 18 disqualify them from a job without insuring that
- 19 they have ample opportunity to become
- 20 certified, or recertified. If an employee is
- 21 aware of an upcoming recertification exam
- 22 and he/she is concerned about passing, then
- 23 the Company will offer reasonable assistance
- 24 necessary to pass the test.
- 25
- 26 In cases where remediation may be possible,
- 27 such remediation shall be offered to the
- 28 employee. It is not the Company's intent to
- 29 utilize the language expressed in the subject
- 30 paragraph indiscriminately, but rather to
- 31 ensure that both parties benefit from a well
- 32 trained, qualified workforce.
- 33
- 34
- 35
- 36

EXHIBIT B — OPERATION OF FORKLIFTS

Letters of Understanding  
July 26, 1993  
President  
United Steelworkers of America  
Local Union 8031

OPERATION OF FORKLIFTS

This letter of understanding will replace and supersede any previous letters, agreements, understandings or recognized past practices that may exist on this issue and is considered a complete and all inclusive agreement regarding employee authorization to operate such equipment.

The parties agree that the forklift like many other tools is an Employer provided tool and will be treated as a tool of the trade.

The operation of a forklift will not be considered as the exclusive jurisdiction of any job classification or job description.

Therefore, it is hereby agreed that all employees who have a need to operate a forklift as a part of their normal duties will be allowed to do so. Prior to the operation of said forklift the individual employee must be both qualified and trained in the safe and proper operation of the forklift.

Further, there will be no recognized geographical boundaries limiting the area in

EXHIBIT B — OPERATION OF FORKLIFTS

which any classification of employee will be allowed to operate the forklift although the parties recognize that such boundaries may exist for other purposes.

Finally, the parties signatory hereto agree that the determination as to when, how and by whom a forklift will be used is exclusively vested in management and only conditioned as described herein.

Letters of Understanding 1  
October 8, 1996 2  
President 3  
United Steelworkers of America 4  
Local Union 8031 5

**EMPLOYEE RIGHTS UNDER PERSONNEL  
SECURITY  
ASSURANCE PROGRAM (PSAP) &  
WORKPLACE SUBSTANCE ABUSE  
PROGRAM (WSAP)**

Pursuant to discussions relative to the treatment of employees who elect not to participate in PSAP/WSAP and are incumbents in the position at the time it is designated as a PSAP/WSAP position, it is understood that these procedures will be followed:

1. If the incumbent at the time a position is designated as a PSAP/WSAP position elects not to participate in PSAP/WSAP, the Company will conduct a polling within the classification and department, and will accept the most senior non-PSAP/WSAP employee into the position. If this occurs, the employee who elected not to participate in PSAP/WSAP and the employee who accepted the polling will change positions.
2. If no employee within the department signs the polling, then the position will be

polled classification wide, and the Company will accept the most senior non-PSAP/WSAP employee into the position. If this occurs, the employee who elected not to participate in PSAP/WSAP and the employee who accepted the polling will change positions.

3. If no employees sign the polling for the PSAP/WSAP position, then the employee who elected not to participate in PSAP/WSAP will displace the least senior non-PSAP/WSAP employee in that classification, not just within their own department.

4. That least senior non-PSAP/WSAP employee can either accept the PSAP/WSAP position, or they will be laid off from their classification in accordance with Article IV, Section 11.

5. If the least senior non-PSAP/WSAP employee elects to be laid off, then the next least senior non-PSAP/WSAP employee will be offered the PSAP/WSAP position, and they can either accept the position, or they will be laid off from their classification in accordance with Article IV, Section 11.

6. This process will continue until the PSAP/WSAP position is filled.

Further, it is understood that this procedure will apply only to the incumbent in the position



EXHIBIT B — EMPLOYEE RIGHTS UNDER PERSONNEL SECURITY ASSURANCE  
PROGRAM (PSAP) & WORKPLACE SUBSTANCE ABUSE PROGRAM (WSAP)

when it is first designated as a PSAP/WSAP  
position. These procedures will not apply if a  
person agrees to accept a previously  
designated PSAP/WSAP position and thereby  
consents to the PSAP/WSAP position after the  
date of this letter. Employees who have  
previously signed forms consenting to  
participation in PSAP/WSAP will have fifteen  
(15) working days after the date of this letter of  
understanding to rescind that consent and  
utilize the above placement procedures.  
Further, it is understood by the parties that  
PSAP/WSAP are separate and independent  
programs.

Employees who are designated as PSAP/WSAP  
positions shall be subject to the following  
procedures:

1. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
2. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
3. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
4. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
5. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
6. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
7. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
8. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
9. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
10. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
11. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
12. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
13. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
14. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
15. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
16. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
17. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
18. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
19. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
20. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
21. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
22. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
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27. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
28. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
29. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
30. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
31. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
32. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
33. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
34. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
35. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:
36. Employees designated as PSAP/WSAP positions shall be subject to the following procedures:

EXHIBIT B — PLACEMENT OF HOURLY EMPLOYEES UPON ACCESS  
AUTHORIZATION REVOCATION/DENIAL

1 Letter of Understanding

2  
3 July 26, 1993

4  
5 President  
6 United Steelworkers of America  
7 Local Union 8031

8  
9 **PLACEMENT OF HOURLY EMPLOYEES**  
10 **UPON ACCESS**  
11 **AUTHORIZATION REVOCATION/DENIAL**

12  
13 (Previously signed by both Company and  
14 Union representatives on July 9, 1993)

15  
16 Upon a final Department of Energy (DOE)  
17 decision to revoke/deny an hourly employees  
18 access authorization, the Company will  
19 determine per procedure as provided for in  
20 Policy 12-30, whether to continue to employ  
21 the individual. Upon a decision to continue  
22 employment, the Company will make every  
23 reasonable effort to place employees in their  
24 current classification. However, if following a  
25 decision to continue employment it is  
26 determined that due to lack of access  
27 authorization the employee can no longer  
28 work in his/her original classification, he/she  
29 will be laid off in accordance with the layoff  
30 procedure. Nothing within this understanding  
31 precludes an employee from utilizing the  
32 grievance procedure.

## EXHIBIT B — PLANT TOURS

Letters of Understanding 1  
 2  
 October 8, 1996 3  
 4  
 President 5  
 United Steelworkers of America 6  
 Local Union 8031 7

## PLANT TOURS

Plant Tours of any nature, of five (5) or more 11  
 passengers, arranged through Kaiser-Hill 12  
 Communications group, or other Company 13  
 authorized contractor's at Kaiser-Hill direction, 14  
 will be driven by the appropriate USWA 15  
 classification. 16  
 17

If Kaiser-Hill Communications representatives, 18  
 solely at their discretion, determine that for 19  
 any reason it is more appropriate for the 20  
 vehicle to be driven by a non-bargaining unit 21  
 employee, the above requirement will be 22  
 waived. 23  
 24

This section does not apply to non-plant Site 25  
 tours, shuttle service on Site, off Site, or 26  
 transportation to or from any off Site location 27  
 to the Site. 28  
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## EXHIBIT B — TOWING VEHICLES

Letters of Understanding 1  
 2  
 October 8, 1996 3  
 4  
 President 5  
 United Steelworkers of America 6  
 Local Union 8031 7

## TOWING VEHICLES

The Company will make every effort to utilize 11  
 hourly employees in towing all GSA vehicles 12  
 on Plant Site. However, circumstances may 13  
 exist, such as warranty work, vehicles covered 14  
 by service contracts, etc., where other towing 15  
 companies may be utilized based on those 16  
 warranty contracts. 17

Vehicles owned by individual subcontractors 18  
 or employees may be towed by hourly 19  
 employees at the owners discretion. 20  
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EXHIBIT B — MOVEMENT OF EQUIPMENT FOLLOWING TRANSFER OF OWNERSHIP

Letters of Understanding.	1	1
	2	2
October 8, 1996	3	3
	4	4
President	5	5
United Steelworkers of America	6	6
Local Union 8031	7	7
	8	8

**MOVEMENT OF EQUIPMENT FOLLOWING TRANSFER OF OWNERSHIP**

The parties agree that under the new mission of the Site, the potential exists for equipment being sold and/or transferred to outside parties. This is in line with the privatization and conversion of some existing facilities/equipment to the private sector.	9	9	3.
	10	10	
	11	11	
The following procedures will be applied in a reasonable manner as equipment is sold or ownership is transferred to outside parties.	12	12	
	13	13	
	14	14	4.
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	16	16	
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	18	18	
	19	19	
	20	20	
	21	21	
	22	22	
1. Prior to the sale/transfer of equipment, the United Steelworkers of America, Local 8031, bargaining unit members will be utilized to the extent possible in preparation for equipment transfer or sale, as directed by management, provided it is not covered work.	23	23	
	24	24	
	25	25	
	26	26	
	27	27	
	28	28	
	29	29	
	30	30	
2. In the case of equipment sale/transfer, the new custodian may perform any or all functions related to the relocation of the equipment. The equipment will be sold/transferred as is, where is, and does not necessarily need to be	31	31	
	32	32	
	33	33	
	34	34	
	35	35	
	36	36	

EXHIBIT B — MOVEMENT OF EQUIPMENT FOLLOWING TRANSFER OF OWNERSHIP

moved to a dock prior to sale/transfer. If the new custodian requests any assistance in the equipment removal provided by hourly employees. If the equipment is moved to the dock or warehouse it will be moved by hourly employees.

Disassembly and dismantlement of the equipment may be performed by the new custodian after the sale/transfer of such equipment.

If any segregation, gathering, dismantlement, movement, relocation, or decontamination is requested by the custodian before the transfer or sale of equipment, those functions will be performed by hourly employees as directed by management, provided it is not covered work. These provisions will also apply if such equipment is returned to Kaiser-Hill and DOE control at Rocky Flats Site:

1. If the equipment is to be sold or transferred to a private entity, the new custodian will be responsible for all functions related to the relocation of the equipment. The equipment will be sold/transferred as is, where is, and does not necessarily need to be

2. If the equipment is to be sold or transferred to a private entity, the new custodian will be responsible for all functions related to the relocation of the equipment. The equipment will be sold/transferred as is, where is, and does not necessarily need to be

EXHIBIT B — RETIREE PENSION PROGRAM

Letters of Understanding 1  
 January 3, 2001 2  
 President 3  
 United Steelworkers of America 4  
 Local Union 8031 5  
 6  
 7  
 8

**RETIREE PENSION PROGRAM:**

The Union and the Company recognize the 11  
 need to enable the continued provision of 12  
 pension and medical coverage for the retirees 13  
 on an ongoing basis. Based on information 14  
 from the actuarial firm of William M. Mercer, 15  
 there is a concern over the continued 16  
 availability for insurance coverage for the 17  
 retiree medical plans in their current form. 18  
 Therefore, the Union and the Company agree 19  
 to establish a Benefits Steering Committee to 20  
 provide governance to a Working Group in the 21  
 investigation of alternative approaches to 22  
 continue to provide pension and medical 23  
 insurance programs for the retirees. The 24  
 Steering Committee will be made up of: 25

United Steelworkers of America: 26  
 District Director 27  
 Designated representative designated 28  
 by District Director 29

Kaiser Hill: 30  
 Vice President Administration and 31  
 CFO 32  
 Division Manager Labor Relations 33  
 34  
 35  
 36

EXHIBIT B — RETIREE PENSION PROGRAM

1 The Steering Committee will develop an 1  
 2 agenda and help establish the overall goals 2  
 3 and objectives for this initiative. The agenda 3  
 4 will be provided at the initial convening of the 4  
 5 Working Group that will be scheduled to meet 5  
 6 prior to the end of November 2000. 6

7  
 8 The Working Group will be established and 8  
 9 will be formally comprised of the following: 9

10  
 11 United Steelworkers of America: 11  
 12 Union Benefits Representative 12  
 13 Union Benefits or Actuary 13  
 14 Representative 14

15  
 16 Company Representative: 15  
 17 Company Benefits Representative 16  
 18 Company Benefits or Actuary 17  
 19 Representative 18

20  
 21 The Benefits Working Group will meet to 21  
 22 develop a recommendation on consolidating 22  
 23 and standardizing insurance plan design 23  
 24 features and to establish a cost sharing 24  
 25 mechanism to be offset by pension increases. 25  
 26 The final proposal will be submitted to the 26  
 27 Steering Committee by May 1, 2001. 27

28  
 29 Future Retirees: 29

30  
 31 The Union and the Company recognize the 31  
 32 impact to the active workforce of a change in 32  
 33 the current retirement eligibility criteria for the 33  
 34 active workforce to more appropriately 34  
 35 address the closure site requirements and the 35  
 36 needs of employees who worked as Cold War 36

EXHIBIT B — RETIREE PENSION PROGRAM

Warriors to defend our country. The Company  
will pursue methods to change current  
retirement eligibility criteria. The Company will  
provide the Union with its strategy for pursuing  
this change by November 1, 2000.

...

...

EXHIBIT B — COMPANY AS SUCCESSOR CONTRACTOR FOR POST CLOSURE  
ACTIVITIES

1 Letters of Understanding

2

3 January 3, 2001

4

5 President

6 United Steelworkers of America

7 Local Union 8031

8

9

**COMPANY AS SUCCESSOR  
CONTRACTOR FOR POST CLOSURE  
ACTIVITIES**

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In the event the Company is the successor  
contractor at the site for post closure activities,  
the Company agrees to meet with the Union to  
discuss potential future work activities.

EXHIBIT B — NEW JOB RATE AND DUTIES GENERAL LABORER

**Memorandum of Agreement**

Memorandum of Agreement effective January 3, 2001, between Kaiser-Hill Company, L. L. C. and the United Steelworkers of America, on behalf of Local 8031.

The benefit programs in place will remain in effect and will be modified in substance only as indicated in the economic terms agreed on, as incorporated herein.

**New Job Rate And Duties  
General Laborer.**

The Company agrees to establish a new classification entitled General Laborer at a LG 3.

The rate for LG 3 will be \$11.74 per hour.

If an employee hired on or before October 3, 1996, bumps into this Classification, they will be paid at a LG 4 rate.

Job duties for the General Laborer will be of a menial nature and may include, but are not limited to, laundry work, janitorial work, yard and grounds work, fueling, adding oil to vehicles, or any other duty the employee is qualified to safely perform, as directed by management.

The employee will be paid a higher rate if assigned to perform work for a higher classification.

EXHIBIT B — NEW JOB RATE AND DUTIES GENERAL LABORER

As a part of these job duties, the Company will consider assigning shuttle service to this classification if a major move to offices off site occurs, not to include performance of shuttle and tour transportation on site.

The new hire rate of \$3.00 less than scale will not apply to this classification.

It is expressly understood that the General Laborer job classification was deleted in the 2001 contract negotiations, and the agreement regarding the General Laborer is printed for historical purposes only.

EXHIBIT B — ELIMINATION OF THE LUBRICATION TECHNICIAN CLASSIFICATION EXHIBIT B — ELIMINATION OF THE LUBRICATION TECHNICIAN CLASSIFICATION

<b>Elimination Of The Lubrication Technician Classification</b>	1	1	<b>New Maint. Mach. Job Description</b>
	2	2	This job consists of troubleshooting,
	3	3	lubricating, servicing and repairing of all the
The Company and the Union mutually agree	4	4	machine tools and equipment in their control
to the elimination of the Lubrication	5	5	on the plant site. Sets up and operates all
Technologist classification. The two (2)	6	6	machine tools as needed to fabricate various
remaining members of the Lubrication	7	7	components to repair the machine tools and
Technician classification will be incorporated	8	8	equipment or build new equipment.
into the D & D Hazardous Technician	9	9	
classification at a labor grade 15. The	10	10	<b>Existing SOE Job Description</b>
Maintenance Machinist and Stationary	11	11	<b>Job Content:</b> This job consists of the
Operating Engineer job descriptions will be	12	12	continuous operation of the various equipment
rewritten and expanded to ensure that the job	13	13	to supply heat, power, water, ventilation,
responsibilities that were previously identified	14	14	refrigeration, dehumidification, and sewage
as lube tech will continue to be performed by	15	15	treatment for the Plant needs.
one of these classifications. Lubrication in	16	16	
D&D areas may be performed by D&D	17	17	<b>New SOE Job Description</b>
workers.	18	18	This job consists of the continuous operation,
	19	19	regular lubrication and routine servicing of the
<b>Existing Lube Tech. Job Description</b>	20	20	various equipment to supply heat, power,
This job consists of the regular lubrication and	21	21	water, ventilation, refrigeration,
routine servicing of mechanical tools,	22	22	dehumidification, and sewage treatment for
equipment and machinery throughout the	23	23	the Plant needs.
Plant.	24	24	
	25	25	It is expressly understood that the Lubrication
<b>Existing Maint. Mach. Job Description</b>	26	26	Technician job classification was deleted in
<b>Job Content:</b> This job consists of	27	27	the 1996 contract negotiations and combined
troubleshooting and repairing of all the	28	28	into the D&D Hazardous Reduction Technician
machine tools and equipment in their control	29	29	job classification. The agreement regarding
on the plant site. Sets up and operates all	30	30	the elimination of the Lubrication Technician
machine tools as needed to fabricate various	31	31	Classification is printed for historical purposes
components to repair the machine tools and	32	32	only.
equipment or build new equipment.	33	33	
	34	34	
	35	35	
	36	36	

**Performance and Signing Bonus**

All hourly employees on the active payroll upon ratification will be paid a total of \$750 for the 4<sup>th</sup> quarter calendar year 2000 performance bonus and signing bonus.

**RCT Letter of Understanding**

The parties agree to delete the RCT letter of understanding. The parties further agree to allow a one time only opportunity, to those employees who successfully completed the RCT after hours training to enter the RCT job classification. This applies to those personnel who have not been permanently disqualified from entering the RCT classification. Employees who accept this one time opportunity will be assigned within 60 days.

**Benefits Changes****Pension**

Add a lump sum option that may be elected in lieu of the monthly annuity for any vested participant who is either laid-off or who is eligible to retire regardless of age. The lump sum payment is a calculation of the benefit that was previously only available to employees that are vested but ineligible for an immediate pension annuity. The present value of this benefit is now payable to vested employees at the point of layoff. The calculation is years of credited service times the existing pension multiplier and then

calculating the net present value. (It should be understood that the following benefit is already in place. One year of service credit toward vesting eligibility will be granted when an employee is laid off.) This lump-sum option is offered as a one-time only irrevocable benefit that must be elected within the 30-day period beginning on the participant's receipt of the Explanation of Payment Options. If the lump sum is not elected within this 30-day period there are no further rights available concerning this optional form of benefit. The lump sums are calculated based on the present value of a participant's annuity that would have been payable at age 65. The interest rate is based on U.S. 30-year Treasury Bond yields and changes each calendar year. This lump sum option will be administered identically to the like provision under the Rocky Flats Multiple Employer Salaried Retirement Plan.

**Retirement Eligibility**

Add an additional element of early retirement eligibility to include a minimum of age 50 with 10 years of credited service. Effective January 1, 2001.

For active employees increase current multiplier from \$48.00 per month per year of credited service to \$49.00 per month per year of credited service effective January 1, 2001, \$50.00 per month per year of credited service effective January 1, 2002, \$52.00 per month per year of credited service effective January 1, 2003, \$53.00 per month per year of credited



EXHIBIT B — BENEFIT CHANGES

service effective January 1, 2004, \$54.00 per month per year of credited service effective January 1, 2005. Recalculation applies. Reduction factor of 4% per year remains unchanged in reduced pension options.

Upon approval by the DOE the following Rule of 70 shall become effective:

Reduce the early retirement eligibility to a Rule of 70 requirement ... age plus years of service must equal 70 or more.

- All active USWA hourly employees covered by the pension plan who are eligible and laid-off on or after CBA ratification would be eligible under the new criteria.
- This Rule of 70 would apply only to those employees laid-off.
- Employees terminating for any reason other than lay-off would be required to meet the current plan eligibility requirements.
- Pension plan benefits would be reduced by the "plan" stated early retirement reduction factor for commencement prior to the earliest unreduced date.
- Employees in an early retirement status may elect to defer their monthly pension annuity while receiving retirement medical insurance benefits and thereby increase their pension annuity.

EXHIBIT B — BENEFIT CHANGES

Additional Rule of 70 Implementation Provision

A \$500,000.00 distribution would be divided equally to all full time active bargaining unit employees each December 31, of 2001, and every year thereafter. This distribution would be paid equally to all employees until such time as the DOE approves the Rule of 70 option.

There will be no change to the current retirees pension program.

**Medical**

Change all medical plans for active employees to administratively mirror those of the current salaried program. Allow for the annual changes in benefits as required by the insurance carriers in order to retain their "standard" plan of benefits. This includes changing co-payments, deductibles, etc. A summary of the changes follows:

- Mutual of Omaha Indemnity Plan ... Changes to be effective 1/1/2002
  - Change from a 100% Basic, 80% Major Medical plan to a straight 80% Comprehensive plan. All benefits are paid at 80% after the deductible (except 50% mental/nervous provisions).
  - Change the deductible from \$100/person, \$200/family to \$200/person, \$400/family to be applied to all services.
  - Change maximum out-of-pocket

participant pays before plan pays 100%	1	1
for all remaining covered services from	2	2
\$500/person, \$1,000/family to \$1,000 for	3	3
each family member including deductible.	4	4
-Incorporate other required changes as	5	5
mandated by carrier.	6	6
• PacifiCare -- Changes to be effective	7	7
1/1/2003	8	8
• Kaiser Permanente -- Changes to be	9	9
effective 1/1/2002	10	10
-Change the doctor's office visit co-	11	11
payments from \$5/visit to \$10/visit.	12	12
-Change the emergency room co-payment	13	13
from \$15 (PacifiCare) and \$5 (Kaiser	14	14
Permanente) to \$35 and \$50 respectively.	15	15
-Incorporate other required changes as	16	16
mandated by carrier or no longer offer the	17	17
plan.	18	18
• Mutual of Omaha Catastrophic Plan --	19	19
Changes to be effective 1/1/2002	20	20
-Add a new catastrophic medical plan that	21	21
has a \$1,000/person, \$2,000/family	22	22
deductible to be applied to all services.	23	23
-All services paid at 80% after the	24	24
deductible (except 50% mental/nervous	25	25
provisions).	26	26
-Maximum out-of-pocket participant pays	27	27
before plan pays 100% for all remaining	28	28
covered services if \$5,000 for each family	29	29
member including deductible.	30	30
	31	31
	32	32
	33	33
	34	34
	35	35
	36	36

**Language to change the yearly contribution required by active employees for medical coverage:**

Change all medical plan contribution levels for active employees to 10% of the total premium for the coverage selected. This employee contribution is subject to change annually based on the premiums charged by the carriers. Also, change the rate structure from a two tier (employee or family) to a three tier (employee, employee + one, or family). A summary of the changes follows.

- Mutual of Omaha Indemnity Plan -- Changes to be effective 1/1/2002
- PacifiCare -- Changes to be effective 1/1/2002
- Kaiser Permanente -- Changes to be effective 1/1/2002
- Mutual of Omaha Catastrophic Plan -- Changes to be effective 1/1/2002
- There will be no charge to the employee for this plan, regardless of level of coverage elected.

**401K/Savings Plan**

Effective January 1, 2001 the Company will match 50% of the first 4% base wage of the pre-tax and/or after tax monies that employees contribute to the Plan. Hourly employees may elect to participate in the Plan as of their hire date or any time thereafter. Employee contributions are always fully vested Company

EXHIBIT B — BENEFIT CHANGES

matching contributions in no case will begin until an employee has been continually employed a minimum of 52 weeks. Company contributions become vested once the employee has obtained at least five (5) years of vesting service.

in addition, a portion of the service

in **Dental** plan

Change both dental plans to mirror those of the current salaried program. This includes changing co-payments, deductibles, contribution levels, etc. Also, change the rate structure from a two tier (employee or family) to a three tier (employee, employee + one, or family). A summary of the changes follows:

- Mutual of Omaha Dental Plan
  - Change from a 100% Preventive, 80% Basic, Major and Orthodontic plan to a 100% Preventive, 80% Basic, and 50% Major and Orthodontic plan.
  - Add a deductible of \$25/person, \$50/family to be applied to all services except Preventive.
  - Change the calendar year maximum from \$1,700/person to \$1,500/person for Major services.
  - Charge the employee a flat 10% of the total premium based on level of coverage elected. This employee contribution is subject to change annually based on the premiums charged by the carriers.
  - Incorporate other required changes as mandated by carrier.

EXHIBIT B — CLARIFICATION OF COMPANY/UNION BUSINESS

- 1 • Prudential DMO
  - 2 -No changes as plan currently mirrors
  - 3 salaried plan.
  - 4 -Incorporate other required changes as
  - 5 mandated by carrier.

- 7 Do not allow the employee to waive medical or
- 8 dental coverage, as there is a no-cost program
- 9 available.

**Clarification Of Company/Union Business**

The hours per month allotted to the Union for Company paid off job time will include:

- All actual time worked by the President, Vice President, and Committee persons (not counting overtime in their classifications).
- Actual time spent by stewards and other represented employees including: grievance processing, committee meetings, disciplinary actions, arbitrations (expedited and formal), and any other Company/Union activities.
- Excludes overhead time charged by Grievance/Negotiating Committee persons.
  - Vacation
  - Holidays
  - Sick Time
  - Funeral Leave

EXHIBIT B — RADAR SCANNING WORK

- Excludes informal discussions between a represented employee and his/her supervisor of less than twenty (20) minutes in duration, and any change out of clothing and travel time.

**Radar Scanning Work**

In response to discussions held in subcommittee meetings, reviewing salary to hourly transfer of work, radar scanning was discussed. This work is highly specialized and requires extensive training to perform. Simultaneous data collection and interpretation is required. In the future, certain aspects of radar scanning will be reviewed for possible utilization of bargaining unit employees.


EXHIBIT B — ACCEPTED AND AGREED TO BY THE KAISER HILL COMPANY, L.L.C

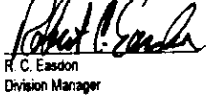
**ACCEPTED AND AGREED TO**


**BY THE**

**KAISER-HILL COMPANY, L.L.C**


  
A. M. Parker  
Executive Vice President &  
Chief Operating Officer


  
L. A. Maguire  
Vice President & CFO  
Administration

  
R. C. Eason  
Division Manager  
Labor Relations

  
R. L. Piers  
Manager  
Labor Relations

  
M. S. Elonbas  
Manager  
Benefits Administration

  
M. C. Keese  
Representative  
Labor Relations

  
S. A. Shaw  
Representative  
Labor Relations

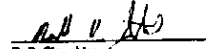
  
R. D. Slaughter  
Representative  
Labor Relations

EXHIBIT B — ACCEPTED AND AGREED TO BY THE UNITED STEEL WORKERS  
OF AMERICA, AFL-CIO-CLC

EXHIBIT B — ACCEPTED AND AGREED TO BY THE UNITED STEEL WORKERS  
OF AMERICA, AFL-CIO-CLC


ACCEPTED AND AGREED TO

BY THE

UNITED STEELWORKERS OF AMERICA,  
AFL-CIO-CLC

On Behalf of  
Local Union 8031

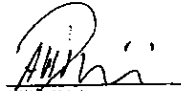
  
Leo W. Gerard  
International President

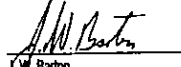
  
J. English  
International Secretary/Treasurer

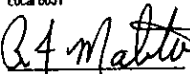
  
L. Lynch  
International Vice President  
of Human Affairs

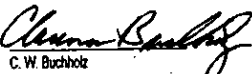
  
R. H. Davis  
International Vice President  
of Administration

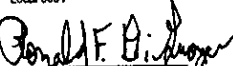
  
T. Bonds  
Director  
District 12

  
A. W. DeMaion  
President  
Local 8031

  
J. W. Barton  
Vice President  
Local 8031

  
R. F. Mahto  
Treasurer/Committeeperson  
Local 8031


  
C. W. Buchholz  
Financial Sec./Committeeperson  
Local 8031

  
R. F. DiGiorgio  
Committeeperson  
Local 8031

  
D. Kins  
Sub-Director  
Sub-District 5

  
C. N. Morris  
International Representative

  
C. A. Miller  
Trustee/Committeeperson  
Local 8031

  
A. C. Scarpella  
Trustee/Committeeperson  
Local 8031

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